

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING N/A		PAGE OF PAGES 1	
2. CONTRACT NUMBER		3. SOLICITATION NUMBER PR-HQ-00-11694		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED 12 JUNE 2002	
7. ISSUED BY (Hand Delivered/Overnight Commercial Carriers)		CODE		8. ADDRESS OFFER TO (If other than Item 7) (U. S. Mail Only)			
Environmental Protection Agency Bid and Proposal Room, Ronald Reagan Building, 6th Floor (3802R) 1300 Pennsylvania Avenue, N.W. Washington, DC 20004				Environmental Protection Agency Bid and Proposal Room, Ariel Rios Building (3802R) 1200 Pennsylvania Avenue, N.W. Washington, DC 20460			

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"

SOLICITATION

9. Sealed offers in original and <u> </u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository until <u>11:00 AM</u> local time <u>07/30/2002</u> (Hour) (Date)											
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.											
10. FOR INFORMATION CALL:		A. NAME MELISSA A. ROUNTREE		B. TELEPHONE (NO COLLECT CALLS) AREA CODE 202		NUMBER 564-1631		EXT. 		C. E-MAIL ADDRESS rountree.melissa@epa.gov	

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions in 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within <u> </u> calendar days (90 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.					
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause 52-232-8)		10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	<u> </u> CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:)		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER [] SUCH ADDRESS IN SCHEDULE	17. SIGNATURE		18. OFFER DATE	

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(c)() [] 41 U.S.C. 253(c)()				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	
24. ADMINISTERED BY (If other than item 7)		CODE		25. PAYMENT WILL BE MADE BY Environmental Protection Agency Research Triangle Park Financial Management Center (MD-32) Research Triangle Park, NC 27711	
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	
				28. AWARD DATE	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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Previous edition is unusableSTANDARD FORM 33 (REV. 9-97)
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PART I - THE SCHEDULE**SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS****B.1 LEVEL OF EFFORT--COST-REIMBURSEMENT TERM CONTRACT (EPAAR 1552.211-73)
(APR 1984) DEVIATION**

(a) The Contractor shall perform all work and provide all required reports within the level of effort specified below. The Government will order 7,000 direct labor hours for the base period which represents the Government's best estimate of the level of effort required to fulfill these requirements.

(b) Direct labor includes personnel such as engineers, scientists, draftsmen, technicians, statisticians, and programmers and not support personnel such as company management, typists, and key punch operators even though such support personnel are normally treated as direct labor by the Contractor. The level of effort specified in paragraph (a) includes Contractor, subcontractor, and consultant labor hours.

(c) If the Contractor provides less than 90 percent of the level of effort specified for the base period or any optional period ordered, an equitable downward adjustment of the fixed fee, if any, for that period will be made. The Government may require the Contractor to provide additional effort up to 110 percent of the level of effort for any period until the estimated cost for that period has been reached. However, this additional effort shall not result in any increase in the fixed fee, if any. If this is a cost-plus-incentive-fee (CPIF) contract, the term "fee" in this paragraph means "base fee and incentive fee." If this is a cost-plus-award-fee (CPAF) contract, the term "fee" in this paragraph means "base fee and award fee."

(d) If the level of effort specified to be ordered during a given base or option period is not ordered during that period, that level of effort may not be accumulated and ordered during a subsequent period.

(e) These terms and conditions do not supersede the requirements of either the "Limitation of Cost" or "Limitation of Funds" clauses.

B.2 OSRE-2 WORK ASSIGNMENT TYPES

Work assignments for services under this contract may be issued by the government as any one of the following types. The government will choose the type of work assignment to issue, but will consider negotiating the selection when it is in the best interests of the government to do so. The government will include the applicable contract clauses depending upon the type of work assignment issued.

Cost Reimbursement Completion Form
Cost Reimbursement Term Form
Firm Fixed Price

(a) The Contractor shall perform work under this contract as specified in written work assignments issued by the Contracting Officer.

(b) Each work assignment will include (1) a numerical designation, (2) the estimate of required labor hours (cost type assignments only), (3) the period of performance and schedule of deliverables, (4) the description of the work, and (5) identification of the period (base, option period 1, etc.) to which the work assignment is to be charged if the contract includes overlapping option periods.

(c) Each work assignment may provide administrative details relating to performance of the work assignment. Such details may include requirements for work plans, reports, and Contractor start date.

(d) This clause does not change the requirements of the B.4, "Level of Effort-Term Form Pool" clause nor the notification requirements of either the "Limitation of Cost" or "Limitation of Funds" clauses.

(e) Work assignments shall not allow for any change to the terms or conditions of the contract. Where any language in the work assignment may suggest a change to the terms or conditions, the Contractor shall immediately notify the Contracting Officer.

B.3 CEILING PRICE (EP 52.216-150) (APR 1984)

The ceiling price of this contract is TBD at time of award. The Contractor shall not make expenditures or incur obligations in the performance of this contract which exceed the ceiling price specified herein, except at the Contractor's own risk.

B.4 COST REIMBURSEMENT - COMPLETION POOL

This contract has a cost reimbursement - completion pool of not more than 60% of the total cost reimbursement portion of the contract \$ to be filled in after award over the ten year maximum period of performance. When cost reimbursement - completion work assignments are issued by the government, they will be drawn from this pool of allotted funds subject to availability of funds. This cost reimbursement - completion pool may be adjusted by mutual agreement of the parties through a contract modification of this clause at any time during the period of performance of the contract, to either increase or decrease the monies in the pool available for issuing cost reimbursement - completion work assignments. The government is not obligated to expend the monies set aside in this pool.

B.5 FIRM FIXED PRICE POOL

This contract has a firm fixed price pool of \$2,500,000 over the ten year maximum period of performance. When firm fixed price work assignments are issued by the government, they will be drawn from this pool of allotted fixed priced funds subject to availability of funds. This firm fixed price pool may be adjusted by mutual agreement of the parties through a contract modification of this clause at any time during the period of performance of the contract, to either increase or decrease the monies in the pool available for issuing

firm fixed price work assignments. Contractors shall invoice the government separately for all firm fixed price work assignments. The government is not obligated to expend the monies set aside in the pool.

B.6 ESTIMATED COST AND FIXED FEE (EP 52.216-190) (APR 1984)

- (a) The estimated cost of this contract is *\$0.00 .
- (b) The fixed fee is *\$0.00 .
- (c) The total estimated cost and fixed fee is *\$0.00 .

*Fill in at time of award.

B.7 OTHER DIRECT COSTS (EP 52.231-110) (APR 1984)

For the categories listed, direct costs in excess of the following are not allowable as a charge to this contract without the prior written approval of the Contracting Officer:

- Travel: \$44,455
- Non-Team Subcontractors: \$393,423
- Other ODCs: \$617,919

B.8 LIMITATION OF FUNDS NOTICE (EP 52.232-100) (APR 1984)

(a) Pursuant to the Limitation of Funds clause, incremental funding in the amount of * is allotted to cover estimated cost. Funds in the amount of * are provided to cover the corresponding increment of fixed fee. The amount allotted for costs is estimated to cover the contractor's performance through * .

(b) When the contract is fully funded as specified in the Estimated Cost and Fixed Fee Clause (EP 52.216-190), the Limitation of Cost clause shall become applicable.

(c) The parties agree that if the contractor's incurred costs are less than the total amount allotted to the contract as set forth in paragraph (a) above, the contractor shall only be entitled to receive payment in an amount that represents its allowable incurred costs and the associated fixed fee.

*To be filled in at time of award.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA) CONTRACTS (EP 52.000-000) (NOV 1994)

The Contractor shall not perform any of the following activities on behalf of EPA in connection with this contract:

1. The actual preparation of Congressional testimony.
2. The interviewing or hiring of individuals for employment at EPA.
3. Developing and/or writing of Position Descriptions and Performance Standards.
4. The actual determination of Agency policy.
5. Participating as a voting member on a Performance Evaluation Board; participating in and/or attending Award Fee meetings.
6. Preparing Award Fee Letters, even under typing services contracts.
7. The actual preparation of Award Fee Plans.
8. The preparation of documents on EPA Letterhead other than routine administrative correspondence.
9. Reviewing vouchers and invoices for the purposes of determining whether costs, hours, and work performed are reasonable.
10. The preparation of Statements of Work, Work Assignments, Technical Direction Documents, Delivery Orders, or any other work issuance document under a contract that the contractor is performing or may perform. Such a work issuance document, prepared by an EPA prime contractor under an EPA prime contract for its subcontractor, is exempt from this prohibition.
11. The actual preparation of responses to audit reports from the Inspector General, General Accounting Office, or other auditing entities.
12. Preparing responses to Congressional correspondence.
13. The actual preparation of responses to Freedom of Information Act requests, other than routine, non-judgmental correspondence.
14. Any contract which authorizes a contractor to represent itself as EPA to outside parties.
15. Conducting administrative hearings.
16. Reviewing findings concerning the eligibility of EPA employees for

security clearances.

17. The actual preparation of an office's official budget request.

C.2 STATEMENT OF WORK--CONTRACT WHERE WORK IS ORDERED BY WORK ASSIGNMENTS OR DELIVERY ORDERS (EP 52.210-110) (APR 1984)

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the Statement of Work/Specifications included in Attachment 5, Section J.

The Contractor shall perform work under this contract only as directed in work assignments issued by a Contracting Officer (CO).

C.3 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT (EPAAR 1552.211-79) (OCT 2000)

(a) Definition. Information Resources Management (IRM) is defined as any planning, budgeting, organizing, directing, training, promoting, controlling, and managing activities associated with the burden, collection, creation, use and dissemination of information. IRM includes both information itself, and the management of information and related resources such as personnel, equipment, funds, and technology. Examples of these services include but are not limited to the following:

(1) The acquisition, creation, or modification of a computer program or automated data base for delivery to EPA or use by EPA or contractors operating EPA programs.

(2) The analysis of requirements for, study of the feasibility of, evaluation of alternatives for, or design and development of a computer program or automated data base for use by EPA or contractors operating EPA programs.

(3) Services that provide EPA personnel access to or use of computer or word processing equipment, software, or related services.

(4) Services that provide EPA personnel access to or use of: Data communications; electronic messaging services or capabilities; electronic bulletin boards, or other forms of electronic information dissemination; electronic record-keeping; or any other automated information services.

(b) General. The Contractor shall perform any IRM related work under this contract in accordance with the IRM policies, standards and procedures set forth in this clause and noted below. Upon receipt of a work request (i.e. delivery order or work assignment), the Contractor shall check this listing of directives (see paragraph (d) for electronic access). The applicable directives for performance of the work request are those in effect on the date of issuance of the work request.

(1) IRM Policies, Standards and Procedures. The 2100 Series (2100-2199)

of the Agency's Directive System contains the majority of the Agency's IRM policies, standards and procedures.

(2) Groundwater Program IRM Requirement. A contractor performing any work related to collecting Groundwater data; or developing or enhancing data bases containing Groundwater quality data shall comply with EPA Order 7500.1A - Minimum Set of Data Elements for Groundwater.

(3) EPA Computing and Telecommunications Services. The Enterprise Technology Services Division (ETSD) Operational Directives Manual contains procedural information about the operation of the Agency's computing and telecommunications services. Contractors performing work for the Agency's National Computer Center or those who are developing systems which will be operating on the Agency's national platforms must comply with procedures established in the Manual. (This document may be found at: <http://basin.rtpnc.epa.gov:9876/etsd/directives.nsf>.)

(c) Printed Documents. Documents listed in (b) (1) and (b) (2) may be obtained from:

U.S. Environmental Protection Agency
Office of Administration
Facilities Management and Services Division
Distribution Section
Mail Code: 3204
Ariel Rios Building
1200 Pennsylvania Avenue, N.W.
Washington, D.C. 20460
Phone: (202) 260-5797

(d) Electronic Access. Electronic access. A complete listing, including full text, of documents included in the 2100 Series of the Agency's Directive System is maintained on the EPA Public Access Server on the Internet at <http://epa.gov/docs/irmpoli8/>.

C.4 ACQUISITION AND USE OF ENVIRONMENTALLY PREFERABLE PRODUCTS AND SERVICES (EP-S 97-1) (MAY 1999)

(a) Executive Order 13101 of September 14, 1998, entitled "Greening the Government through Waste Prevention, Recycling, and Federal Acquisition" and Section 6002 of the Resource Conservation and Recovery Act (RCRA) of 1976, as amended (42 U.S.C. 6962, Pub L. 94-580, 90 Stat. 2822) require Federal agencies to procure designated items with the highest recovered materials content practicable.

(b) In the performance of this contract, the Contractor shall comply with the requirements of the following issuances:

(1) Title 40 of the Code of Federal Regulations, Part 247, Comprehensive Guideline for Procurement of Products Containing Recovered Materials (CPG), which designates items that are or can be made with recovered materials, and its companion pieces, the Recovered Materials Advisory Notices (RMANs). The CPG and RMANs provide recommended procurement practices, including recommended recovered material content levels, for purchasing products designated in the

CPG. The Contractor shall comply with these recommendations, and such other CPG revisions and RMANs as the Environmental Protection Agency (EPA) may issue with respect to the procurement of products that contain recovered materials. (Copies of the CPG or RMANs, as well as information on manufacturers and vendors of designated items may be obtained by calling EPA's RCRA Hotline at (800) 424-9346, or, in the Washington, D.C., metropolitan area, at (703) 412-9810.)

(2) In complying with the requirements of paragraph (b), the Contractor shall coordinate its concerns and program guidance with EPA's Recycling Coordinator.

(c) The Contractor shall prepare and submit reports on the purchase of products containing recovered materials from time to time in accordance with written direction (e.g., in specified format) from the EPA Recycling Coordinator through the Contracting Officer. Reports shall be submitted to the EPA Recycling Coordinator, with a copy to the Contracting Officer, Mail Code 3204, Washington, D.C. 20460.

SECTION D - PACKAGING AND MARKING

[For this Solicitation, there are NO clauses in this Section]

SECTION E - INSPECTION AND ACCEPTANCE**E.1 NOTICE Listing Contract Clauses Incorporated by Reference**

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.246-4	AUG 1996	INSPECTION OF SERVICES--FIXED-PRICE
52.246-5	APR 1984	INSPECTION OF SERVICES--COST-REIMBURSEMENT

**E.2 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (GOVERNMENT SPECIFICATION)
(FAR 52.246-11) (MAR 2001)**

The Contractor shall comply with the higher-level quality standard selected below.

	<u>Title</u>	<u>Numbering</u>	<u>Date</u>	<u>Tailoring</u>
[✓]	<i>Specifications and Guidelines for Quality Systems for Environmental Data Collection and Environmental Technology Programs</i>	ANSI/ASQC E4	1994	See below

As authorized by FAR 52.246-11, the higher-level quality standard ANSI/ASQC E4 is tailored as follows:

The solicitation and contract require the offeror/contractor to demonstrate conformance to ANSI/ASQC E4 by submitting the quality documentation described below.

In addition, after award of the contract, the Contractor shall revise, when applicable, quality documentation submitted before award to address specific comments provided by EPA and submit the revised documentation to the Contracting Officer's Representative.

After award of the contract, the Contractor shall also implement all quality documentation approved by the Government.

A. Pre-award Documentation: The offeror must submit the following quality

system documentation as a separate and identifiable part of its technical proposal: (CO, select one or more)

<u>Documentation</u>	<u>Specifications</u>
[X] Quality Management Plan	<u>EPA Requirements for Quality Management Plans (QA/R-2)</u> [dated 03/20/01]
[] Joint Quality Management Plan/Quality Assurance Project Plan for the contract	<u>EPA Requirements for Quality Management Plans (QA/R-2)</u> [dated 03/20/01] and <u>EPA Requirements for Quality Assurance Project Plans (QA/R)</u> [dated 03/20/01]
[] Programmatic Quality Assurance Project Plan for the entire program (contract)	<u>EPA Requirements for Quality Assurance Project Plans (QA/R-5)</u> [dated 03/20/01]
[] Other Equivalent:	

This documentation will be prepared in accordance with the specifications identified above, or equivalent specifications defined by EPA, N/A. Work involving environmental data generation or use shall not commence until the Government has approved this documentation and incorporated it into the contract.

B. Post-award Documentation: The Contractor shall submit the following quality system documentation to the Contracting Officer's Representative at the time frames identified below: (CO, select one or more)

<u>Documentation</u>	<u>Specification</u>	<u>Due After</u>
[] Quality Management Plan	<u>EPA Requirements for Quality Management Plans (QA/R-2)</u> [dated 03/20/01]	Award of contract
[] Joint Quality Management Plan/Quality Assurance Project Plan for the contract	<u>EPA Requirements for Quality Management Plans (QA/R-2)</u> [dated 03/20/01] and <u>EPA Requirements for Quality Assurance Project Plans (QA/R-5)</u> [dated 03/20/02]	Award of contract

<input type="checkbox"/>	Quality Assurance Project Plan for the contract	<u>EPA Requirements for Quality Assurance Project Plans (QA/R-5</u> [dated 03/20/01]	Award of contract
<input type="checkbox"/>	Programmatic Quality Assurance Project Plan for the entire program (contract)	<u>EPA Requirements for Quality Assurance Project Plans (QA/R-5</u> [dated 03/20/01]	Award of contract
<input checked="" type="checkbox"/>	Quality Assurance Project Plan for each applicable project	<u>EPA Requirements for Quality Assurance Project Plans (QA/R-5</u> [dated 03/20/01]	Issuance of statement of work for the project
<input type="checkbox"/>	Project-specific supplement to Programmatic Quality Assurance Project Plan for each applicable project.	<u>EPA Requirements for Quality Assurance Project Plans (QA/R-5</u> [dated 03/20/01]	Issuance of statement of work for the project
<input type="checkbox"/>	Other Equivalent: _____	_____	<input type="checkbox"/> award of contract <input type="checkbox"/> issuance of statement of work for the project

This documentation will be prepared in accordance with the specifications identified above or equivalent specifications defined by EPA, N/A.

The Government will review and return the quality documentation, with comments, and indicating approval or disapproval. If necessary, the contractor shall revise the documentation to address all comments and shall submit the revised documentation to the government for approval.

The Contractor shall not commence work involving environmental data generation or use until the Government has approved the quality documentation.

(Note: Statement of work includes statements of work to perform projects under work assignments, task orders, delivery orders, etc.)

E.3 INSPECTION AND ACCEPTANCE (EP 52.246-100) (APR 1984)

(a) The Contracting Officer or the duly authorized representative will perform inspection and acceptance of materials and services to be provided.

(b) For the purposes of this clause, the designated work assignment manager is the authorized representative of the Contracting Officer.

(c) Inspection and acceptance will be performed at:

As specified on the work assignment

SECTION F - DELIVERIES OR PERFORMANCE**F.1 NOTICE Listing Contract Clauses Incorporated by Reference**

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.242-15	AUG 1989	STOP WORK ORDER ALTERNATE I (APR 1984)

F.2 MONTHLY PROGRESS REPORT (EPAAR 1552.210-72) (JUN 1996)

(a) The Contractor shall furnish 3 copies of the combined monthly technical and financial progress report stating the progress made, including the percentage of the project completed, and a description of the work accomplished to support the cost. If the work is ordered using work assignments or delivery orders, include the estimated percentage of task completed during the reporting period for each work assignment or delivery order.

(b) Specific discussions shall include difficulties encountered and remedial action taken during the reporting period, and anticipated activity with a schedule of deliverables for the subsequent reporting period.

(c) The Contractor shall provide a list of outstanding actions awaiting Contracting Officer authorization, noted with the corresponding work assignment, such as subcontractor/consultant consents, overtime approvals, and work plan approvals.

(d) The report shall specify financial status at the contract level as follows:

(1) For the current reporting period, display the amount claimed.

(2) For the cumulative period and the cumulative contract life display: the amount obligated, amount originally invoiced, amount paid, amount suspended, amount disallowed, and remaining approved amount. The remaining approved amount is defined as the total obligated amount, less the total amount originally invoiced, plus total amount disallowed.

(3) Labor hours.

(i) A list of employees, their labor categories, and the numbers of

hours worked for the reporting period.

(ii) For the current reporting period, display the expended direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor and each subcontractor and consultant.

(iii) For the cumulative contract period and the cumulative contract life display: the negotiated, expended and remaining direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor, and each subcontractor and consultant.

(iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.

(4) Display the current dollar ceilings in the contract, net amount invoiced, and remaining amounts for the following categories: Direct labor hours, total estimated cost, award fee pool (if applicable), subcontracts by individual subcontractor, travel, program management, and Other Direct Costs (ODCs).

(5) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the contract.

(6) Average cost of direct labor. Compare the actual average cost per hour to date with the average cost per hour of the approved work plans for the current contract period.

(e) The report shall specify financial status at the work assignment or delivery order level as follows:

(1) For the current period, display the amount claimed.

(2) For the cumulative period display: amount shown on workplan, or latest work assignment/delivery order amendment amount (whichever is later); amount currently claimed; amount paid; amount suspended; amount disallowed; and remaining approved amount. The remaining approved amount is defined as: the workplan amount or latest work assignment or delivery order amount (whichever is later), less total amounts originally invoiced, plus total amount disallowed.

(3) Labor hours.

(i) A list of employees, their labor categories, and the number of hours worked for the reporting period.

(ii) For the current reporting period, display the expended direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor and each subcontractor and consultant.

(iii) For the current reporting period, cumulative contract period, and the cumulative contract life display: the negotiated, expended and remaining direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor and each subcontractor and consultant.

(iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.

(v) Display the estimates of remaining direct labor hours and costs required to complete the work assignment or delivery order.

(4) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the work assignment.

(5) Average cost of direct labor. Display the actual average cost per hour with the cost per hour estimated in the workplan.

(6) A list of deliverables for each work assignment or delivery order during the reporting period.

(f) This submission does not change the notification requirements of the "Limitation of Cost" or "Limitation of Funds" clauses requiring separate written notice to the Contracting Officer.

(g) The reports shall be submitted to the following addresses on or before the 10th of each month following the first complete reporting period of the contract. See EPAAR 1552.232-70, Submission of Invoices, paragraph (e), for details on the timing of submittals. Distribute reports as follows:

<u>No. of Copies</u>	<u>Addressee</u>
2	Project Officer
1	Administrative Contracting Officer

(See Clause G.8, Contract Administration Representatives)

F.3 IDENTIFICATION OF WORK ASSIGNMENTS IN MONTHLY REPORT

The contractor shall identify in the required Monthly Progress Report whether the individual work assignments are: Cost Reimbursement - Term, Cost Reimbursement - Completion, or Firm-Fixed Price. In addition, the contractor shall provide a summary page as a supplement to the Monthly Progress Report, which will give the total LOE hours and total dollar amounts for the Cost Reimbursement - Term, Cost Reimbursement - Completion, or Firm-Fixed Price work assignments.

F.4 USE OF RECOVERED MATERIALS IN PAPER AND PAPER PRODUCTS (EP 52.210-150) (JUN 1991)

(a) If the Contractor is required under this contract to deliver any of the paper and paper products listed below, all such items delivered shall meet the minimum content standards for recovered materials, postconsumer recovered materials, or waste paper set forth below in paragraph (b).

(1) Recovered materials are defined as waste material and by- products

that have been recovered or diverted from solid waste, not including those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(2) Postconsumer recovered materials are defined as waste materials recovered from retail stores, office buildings, homes, and so forth after they passed through their end usage as a consumer item.

(3) Waste paper is defined as all items from the first two categories above in addition to forest residues, and manufacturing and other wastes.

(b) Unless otherwise directed by the Contracting Officer, the Contractor shall use "High Grade Bleached Printing and Writing Papers" as defined in this clause to produce all progress reports, draft reports, final reports, any other products required to be delivered to the Government under this contract.

EPA MINIMUM CONTENT STANDARDS FOR SELECTED PAPER
AND PAPER PRODUCTS

	Minimum % Recovered Materials	Minimum % Postconsumer Recovered Materials	Minimum % Waste Paper
NEWSPRINT			40
HIGH GRADE BLEACHED PRINTING AND WRITING PAPERS:			
Offset printing			50
Mimeo and duplicator paper			50
Writing (stationery)			50
Office paper (e.g., note pads).....			50
Paper for high speed copiers			50
Envelopes			50
Form bond including computer			50
paper and carbonless			
Book papers			50
Bond papers			50
Ledger			50
Cover stock			50
Cotton Fiber papers			50
TISSUE PRODUCTS:			
Toilet tissue	20		
Paper towels	40		
Paper napkins	30		
Facial tissue	5		
Doilies	40		
Industrial wipes	0		
UNBLEACHED PACKAGING:			
Corrugated boxes	35		
Fiber boxes	35		
Brown papers (e.g. bags).....	5		

RECYCLED PAPERBOARD:

Recycled paperboard products 80
Pad backing 90

F.5 WORKING FILES (EPAAR 1552.211-75) (APR 1984)

The Contractor shall maintain accurate working files (by task or work assignment) on all work documentation including calculations, assumptions, interpretations of regulations, sources of information, and other raw data required in the performance of this contract. The Contractor shall provide the information contained in its working files upon request of the Contracting Officer.

F.6 ADVISORY AND ASSISTANCE SERVICES (EPAAR 1552.211-78) (APR 1984)

All reports containing recommendations to the Environmental Protection Agency shall include the following information on the cover of each report: (a) name and business address of the contractor; (b) contract number; (c) contract dollar amount; (d) whether the contract was subject to full and open competition or a sole source acquisition (e) name of the EPA Project Officer and the EPA Project Officer's office identification and location; and (f) date of report.

F.7 PERIOD OF PERFORMANCE (EP 52.212-140) (APR 1984)

The period of performance of this contract shall be from date of award through 36 months inclusive of all required reports.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 WORK ASSIGNMENT PROCEDURES

(a) One or more Work Assignments (WAs) may be issued during the performance of this contract. In accordance with the Federal Acquisition Streamlining Act and FAR 16.505(b), the Contracting Officer will give each contractor a fair opportunity to be considered for each requirement in excess of \$2,500, except as provided in paragraph (c) of this section. Procedures and selection factors to be considered for each WA that provides fair opportunity for consideration are set forth in paragraphs (b) and (c) of this section.

(b) Procedures to Provide a Fair Opportunity for Consideration.

(1) Conflict of Interest Considerations.

The Government will review relevant information concerning potential conflicts of interest (COI) before issuing WAs. As delineated in the COI provisions of Section H, WAs will not be issued to a contractor known to have, or having the appearance of, COI with sites, facilities, owners, operators, consultants, or requirements in the tasks. The project officer shall determine that COI issues exist with both Zone 1 contractors before seeking another source to do the work. If a COI is discovered after the work assignment has been issued to the contractor, the Contracting Officer may cancel the WA and issue it to the other Zone 1 contractor. If both zone contractors have a COI, the WA may be issued to another source capable of meeting the Government's requirement. When neither zone contractor is known to have a COI, the EPA shall use *Capacity Considerations*, as the next consideration before issuing the WA.

(2) Capacity Considerations.

The Government shall consider the level of effort and cost estimate of the work assignment, and determine whether a contractor has enough contract capacity to accomplish the work. WAs will not be issued to contractors that do not have adequate remaining capacity. When both contractors have adequate capacity, the Government shall use *Demonstrated Expertise Considerations*, as the next consideration before issuing the WA.

(3) Demonstrated Expertise Considerations.

The contractor that demonstrates a greater technical understanding of the required work, or has a geographic advantage to the location of the work shall be issued the WA. For example, one contractor may have an office in the assigned location that may provide cost savings over the another contractor, or one contractor may have a nationally recognized expert in the technical field required by a task. In such situations, the project officer will provide written justification to the Contracting Officer. When neither contractor has a demonstrated advantage, the Government will use *Equal Opportunity to Demonstrate*

Performance Considerations, as the next consideration before issuing the WA.

(4) Equal Opportunity to Demonstrate Performance Considerations.

WAs will be issued to contractors during the base period of the contract to maintain a roughly equal distribution of work measured by the level of effort hours assigned. The Contracting Officer will periodically review the cumulative hours assigned to each contractor and advise the project officers of significant imbalances that require redirection of work assignments to restore balance. The project officers will develop a record of contractor performance through the performance evaluation reports. When an adequate performance record has been established for the contractors, the Government shall use *Demonstrated Performance Considerations*, as the next consideration before issuing the work assignment.

(5) Demonstrated Performance Considerations.

The project officer will consider the contractors' performance records that are relevant to any new WAs. WAs may be issued to the contractor that has demonstrated superior performance in the Section H, Contractor Performance Evaluation Provision. The project officer will provide a brief written justification supporting contractor selection to the Contracting Officer for consideration.

(6) Cost/Price Considerations.

For all work assignments, the Government will consider the anticipated cost/price of a contractor's performance. This will initially involve examination of the contractor's original cost proposal (e.g., direct labor, indirect and profit rates). As work proceeds under the contract, the Government will consider the actual incurred cost of performance on similar tasks to the maximum extent possible.

(c) Exceptions to Fair Opportunity Consideration. Contractors may not be given an opportunity to be considered for a particular requirement when the Contracting Officer determines one of the following conditions apply:

(1) The agency need for the supplies or services is so urgent that providing the opportunity would result in unacceptable delays;

(2) Only one contractor is capable of providing the supplies or services at the level of quality required because the supplies or services are unique or highly specialized;

(3) The order should be issued on a sole-source basis in the interest of economy and efficiency as a logical follow-on to an order already issued under the contract, provided that all contractors were given a fair opportunity to be considered for the original order; or

(4) It is necessary to place an order to satisfy a minimum guarantee; or

(d) Proposal Process for Competitive Requirements.

(1) For certain requirements, the Government may elect to request and evaluate competitive WA proposals for consideration. The proposal request will include a Statement of Work (SOW) that includes a detailed description of work to be accomplished, a listing of deliverables, and additional information as appropriate. The proposal

request will also include specific instructions for the submission of proposals, the selection criteria factors and other information as necessary.

(2) Contractors will generally be allowed between 7 and 14 calendar days to prepare and submit proposals. However, more or less time may be necessary based on the requirements. The due date shall be set forth in each proposal request. Contractors are expected to bid on all competitive work assignment requests. If a contractor determines that they cannot bid on a particular requirement, the contractor shall inform the Contracting Officer in writing as to why it has chosen not to participate.

(3) Technical Proposals. The proposal request will state the type of evaluation procedures. The technical proposal information should be brief, (e.g., 3-5 pages) stating compliance or exception to any requirements, risks, assumptions, and conflict of interest issues. Technical proposals may address some of the following:

- Technical Approach
- Personnel
- Personnel Qualifications/LOE
- Other Direct Costs
- Risks
- Period of Performance (if not specified by the Government)
- Subcontracting

(4) Price/Cost Estimate. A written cost estimate will always be required for competitive WAs. The estimate shall contain sufficient detail to allow the Government to determine that the costs are adequate to accomplish the specific requirement. Contractors shall consider including such elements as the level-of-effort, labor and indirect rates, other direct costs, and any other elements required for performance.

(e) Selection Criteria for Awarding Competitive WAs. Once proposals are received, the Government will evaluate the proposals and make an award decision in accordance with the selection criteria specified in the request. Selection criteria will include factors relevant to the particular requirement. The order of importance for the factors will be identified on each individual request.

G.2 PAYMENT OF FEE (EPAAR 1552.216-74) (MAY 1991)

(a) The term "fee" in this clause refers to either the fixed fee under a cost-plus-fixed-fee type contract, or the base fee under a cost-plus-award-fee type contract.

(b) The Government will make provisional fee payments on the basis of percentage of work completed. Percentage of work completed is the ratio of direct labor hours performed to the direct labor hours set forth in clause 1552.211-73, "Level of Effort--Cost-Reimbursement Term Contract."

G.3 SUBCONTRACTING REPORTS--SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS CONCERNS (EP 52.219-120) (OCT 1991)

The Contractor shall submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Contract Report, in accordance with the instructions on the forms.

Submit copies of these reports to:

Distribution	Addressee
original	Contracting Officer
1 copy	Senior Program Manager U.S. EPA Office of Small & Disadvantaged Business Utilization (1230C) Ariel Rios Building 1200 Pennsylvania Avenue, N.W. Washington, D.C. 20460

G.4 SUBMISSION OF INVOICES (EPAAR 1552.232-70) (JUN 1996) DEVIATION

In order to be considered properly submitted, an invoice or request for contract financing payment must meet the following requirements in addition to the requirements of FAR 32.905:

(a) Unless otherwise specified in the contract, an invoice or request for contract financing payment shall be submitted as an original and five copies. The contractor shall submit the invoice or request for contract financing payment to the following offices/individuals in the contract: the original and two copies to the Accounting Operations office shown in Block 25 on the cover of the contract; two copies to the Project Officer (the Project Officer may direct one of these copies to a separate address); and one copy to the Contracting Officer.

(b) The Contractor shall prepare its invoice or request for contract financing payment on the prescribed Government forms. Standard Forms Number 1034, Public Voucher for Purchases and Services other than Personal, shall be used by contractors to show the amount claimed for reimbursement. Standard Form 1035, Public Voucher for Purchases and Services other than Personal -Continuation Sheet, shall be used to furnish the necessary supporting detail or additional information required by the Contracting Officer. The Contractor may submit self-designed forms which contain the required information.

(c) (1) The Contractor shall prepare a contract level invoice or request for contract financing payment in accordance with the invoice preparation instructions identified as a separate attachment in Section J of the contract. If contract work is authorized by individual work assignments, the invoice or request for contract financing payment shall also include a summary of the current and cumulative amounts claimed by cost element for each work assignment and for the contract total, as well as any supporting data for each work assignment as identified in the instructions.

(2) The invoice or request for contract financing payment shall include current and cumulative charges by major cost element such as direct labor, overhead, travel, equipment, and other direct costs. For current costs, each major cost element shall include the appropriate supporting schedule identified in the invoice preparation instructions. Cumulative charges represent the net sum of current charges by cost element for the contract period.

(d) (1) The charges for subcontracts shall be further detailed in a supporting schedule showing the major cost elements for each subcontract.

(d) (2) On a case-by-case basis, when needed to verify the reasonableness of subcontractor costs, the Contracting Officer may require that the contractor obtain from the subcontractor cost information in the detail set forth in (c) (2). This information should be obtained through a means which maintains subcontractor confidentiality (for example, via sealed envelopes), if the subcontractor expresses CBI concerns.

(e) Invoices or requests for contract financing payment must clearly indicate the period of performance for which payment is requested. Separate invoices or requests for contract financing payment are required for charges applicable to the basic contract and each option period.

(f) (1) Notwithstanding the provisions of the clause of this contract at FAR 52.216-7, Allowable Cost and Payment, invoices or requests for contract financing payment shall be submitted once per month unless there has been a demonstrated need and Contracting Officer approval for more frequent billings. When submitted on a monthly basis, the period covered by invoices or requests for contractor financing payments shall be the same as the period for monthly progress reports required under this contract.

(2) If the Contracting Officer allows submissions more frequently than monthly, one submittal each month shall have the same ending period of performance as the monthly progress report.

(3) Where cumulative amounts on the monthly progress report differ from the aggregate amounts claimed in the invoice(s) or request(s) for contract financing payments covering the same period, the contractor shall provide a reconciliation of the difference as part of the payment request.

G.5 SUBMISSION OF INVOICES FOR FIRM FIXED PRICE WORK

Contractors shall submit a separate invoice for firm fixed price work assignments containing the same information (except for cost-reimbursement specific data and hours), as in contract clause G.3, "SUBMISSION OF INVOICES" (EPAAR 1552.232-70) (JUN 1996) DEVIATION.

G.6 METHOD OF PAYMENT (EP 52.232-220) (APR 1984)

(a) Payments under this contract will be made either by check or by wire transfer through the Treasury Financial Communications System at the option of the Government.

(b) The Contractor shall forward the following information in writing to the paying office designated in this contract not later than 7 days after receipt of notice of award.

(1) Full name (where practicable), title, phone number, and complete mailing address of responsible official(s), (i) to whom check payments are to be sent, and (ii) who may be contacted concerning the bank account information requested below.

(2) The following bank account information required to accomplish wire transfers:

(i) Name, address, and telegraphic abbreviation of the receiving financial institution.

(ii) Receiving financial institution's 9-digit American Bankers Association (ABA) identifying number for routing transfer of funds. (Provide this number only if the receiving financial institution has access to the Federal Reserve Communications System.)

(iii) Recipient's name and account number at the receiving financial institution to be credited with the funds.

(iv) If the receiving financial institution does not have access to the Federal Reserve Communications System, provide the name of the correspondent financial institution through which the receiving financial institution receives electronic funds transfer messages. If a correspondent financial institution is specified, also provide:

(A) Address and telegraphic abbreviation of the correspondent financial institution.

(B) The correspondent financial institution's 9- digit ABA identifying number for routing transfer of funds.

(c) Any changes to the information furnished under paragraph (b) of this clause shall be furnished to the paying office in writing at least 30 days before the effective date of the change. It is the contractor's responsibility to furnish these changes promptly to avoid payments to erroneous addresses or bank accounts.

(d) The document furnishing the information required in paragraphs (b) and (c) must be dated and contain the signature, title, and telephone number of the Contractor official authorized to provide it, as well as the Contractor's name and contract number.

(e) If this contract is assigned, the Contractor shall ensure that the information required above is submitted by the assignee to the paying office designated in the contract.

G.7 INDIRECT COSTS (EPAAR 1552.242-70) (APR 1984) DEVIATION

(a) In accordance with paragraph (d) of the "Allowable Cost and Payment" clause, the final indirect cost rates applicable to this contract shall be

established between the Contractor and the appropriate Government representative (EPA, other Government agency, or auditor), as provided by FAR 42.703-1(a). EPA's procedures require a Contracting Officer determination of indirect cost rates for its contracts. In those cases where EPA is the cognizant agency (see FAR 42.705-1), the final rate proposal shall be submitted to the cognizant audit activity and to the following:

Environmental Protection Agency
 Chief, Cost and Rate Negotiation Service Center
 Office of Acquisition Management (3802R)
 Ariel Rios Building
 1200 Pennsylvania Avenue, N.W.
 Washington, D. C. 20460

The Contractor shall also follow the notification and cost impact procedures prescribed in paragraph (b) below.

Where EPA is not the cognizant agency, the final rate proposal shall be submitted to the above-cited address, to the cognizant audit agency, and to the designated Contracting Officer of the cognizant agency. Upon establishment of the final indirect cost rates, the Contractor shall submit an executed Certificate of Current Cost or Pricing Data (see FAR 15.406-2) applicable to the data furnished in connection with the final rates to the cognizant audit agency. The final rates shall be contained in a written understanding between the Contractor and the appropriate Government representative. Pursuant to the "Allowable Cost and Payment" clause, the allowable indirect costs under this contract shall be obtained by applying the final agreed upon rate(s) to the appropriate bases.

(b) Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the appropriate Government representative in accordance with FAR 42.704, by means of a separate indirect cost rate agreement or a contract modification subject to adjustment when the final rates are established. The established billing rates are currently as follows:

Cost Center
Period
Rate
Base

These billing rates may be prospectively or retroactively revised by mutual agreement, at the request of either the Government or the Contractor, to prevent substantial overpayment or underpayment.

(1) For any retroactive indirect cost rate adjustments (i.e., indirect costs already billed), including final indirect cost rate adjustments, the Contractor shall provide to the Cost Policy and Rate Negotiation Section, with copies to the current EPA Contracting Officers of active contracts, a cost impact statement showing the effect of the indirect cost rate changes for each contract. This statement shall compare the cost billed to the cost the Contractor proposes to bill.

(2) For prospective indirect cost rate adjustments only, the Contractor

shall notify the current EPA Contracting Officers of the new proposed rates when it proposes rates to the Cost Policy and Rate Negotiation Section.

(3) For either prospective or retroactive indirect cost rate adjustments, the Contractor shall provide the Cost Policy and Rate Negotiation Section with the names of the current EPA Contracting Officers for the affected contracts.

(c) Notwithstanding the provisions of paragraphs (a) and (b) above, ceilings are hereby established on indirect costs reimbursable under this contract. The Government shall not be obligated to pay the Contractor any additional amount on account of indirect costs in excess of the ceiling rates listed below:

Cost Center
Period
Rate
Base

The ceiling rates specified above are applicable from the effective date of the contract through the end of the period of performance including any option periods.

G.8 CERTIFICATE OF INDIRECT COSTS (EPAAR 1552.242-71) (OCT 1992)

(a) The contractor shall--

(1) Certify any proposal to establish or modify billing rates or to establish final indirect cost rates;

(2) Use the format in paragraph (b) of this clause to certify; and

(3) Have the certificate signed by an individual of the contractor's organization at a level no lower than a vice president or chief financial officer of the business segment of the contractor that submits the proposal.

(b) Failure by the contractor to submit a signed certificate, as set forth below, shall result in payment of indirect costs at rates unilaterally established by the Government.

Certificate of Indirect Costs

This is to certify that to the best of my knowledge and belief:

1. I have reviewed this indirect cost proposal;
2. All costs included in this proposal (identify proposal and date) to establish billing or final indirect cost rates for (identify period covered by rate) are allowable in accordance with the requirements of contracts to which they apply and with the cost principles of the Federal Acquisition Regulation applicable to those contracts;

3. This proposal does not include any costs which are unallowable under applicable cost principles of the FAR; and

4. All costs included in this proposal are properly allocable to Government contracts on the basis of a beneficial or causal relationship between the expenses incurred and the contracts to which they are allocated in accordance with applicable acquisition regulations.

Providing false information in connection with any certified indirect cost proposal may lead to substantial criminal penalties, civil liabilities or the imposition of administrative sanctions. Relevant statutes include, among others, 18 U.S.C. 286 (Conspiracy to Defraud), 18 U.S.C. 287 (False Claims), 18 U.S.C. 641 (Theft), 18 U.S.C. 1001 (False Statements), 18 U.S.C. 1343 (Wire Fraud), 31 U.S.C. 3729 (Civil False Claims), and 31 U.S.C. 3801 (Program Fraud). Debarment or suspension may be required under FAR Subpart 9.4 for submittal of a false certificate of indirect costs.

FIRM: _____

SIGNATURE: _____

NAME OF OFFICIAL: _____

TITLE: _____

DATE OF EXECUTION: _____

G.9 CONTRACT ADMINISTRATION REPRESENTATIVES (EP 52.242-100) (AUG 1984)

Project Officer(s) for this contract:

Project Officer: Marlene Lemro

Contract Specialist(s) responsible for administering this contract:

TO BE IDENTIFIED AT TIME OF CONTRACT AWARD

Administrative Contracting Officer:

TO BE IDENTIFIED AT TIME OF CONTRACT AWARD

G.10 SUBCONTRACT CONSENT (EP 52.244-100) (APR 1984)

The Contractor shall submit the information required by the "Subcontracts," clause to the Contracting Officer and assigned Project Officer. The Contracting Officer will provide written notice to the Contractor of his decision.

Consent is given to issue the following subcontracts:

To be determined at time of award

G.11 GOVERNMENT-FURNISHED DATA (EPAAR 1552.245-71) (APR 1984)

(a) The Government shall deliver to the Contractor the Government-furnished data described in the contract. If the data, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the "Changes" clause when:

(1) The Contractor submits a timely written request for an equitable adjustment; and

(2) The facts warrant an equitable adjustment.

(b) Title to Government-furnished data shall remain in the Government.

(c) The Contractor shall use the Government-furnished data only in connection with this contract.

(d) The data will be furnished to the Contractor as specified in the work assignment.

G.12 GOVERNMENT PROPERTY (EPAAR 1552.245-73) (OCT 2000) DEVIATION

(a) The contractor shall not fabricate or acquire, on behalf of the Government, either directly or indirectly through a subcontract, any item of property without written approval from the Contracting officer.

(b) In accordance with paragraph (a) above, the contractor is authorized to acquire and/or fabricate the equipment listed below for use in the performance of this contract. The equipment is subject to the provisions of the "Government Property" clause.

None

(c) The Government will provide the following item(s) of Government property to the contractor for use in the performance of this contract. This property shall be used and maintained by the contractor in accordance with the provisions of the "Government Property" clause.

None

(d) The "EPA Contract Property Administration Requirements" provided below apply to this contract.

**U.S. Environmental Protection Agency
Property Administration Requirements (PAR)**

1. PURPOSE. This document sets forth the requirements for Environmental Protection Agency (EPA) contractors in the performance of their Government property management responsibilities under contracts with EPA. These requirements supplement those contained in the Government property clause(s) in this contract, and part 45 of the Federal Acquisition Regulation (FAR).

2. DELEGATION OF CONTRACT PROPERTY ADMINISTRATION. EPA has delegated much of its contract property management oversight to the Defense Contract Management Command (DCMC). Shortly after award of a contract, the EPA contracting officer (CO) delegates the functions of property administration and plant clearance (disposal) for the contract to DCMC. Upon acceptance of that delegation, DCMC will provide notification to the contractor, identifying the assigned property administrator (PA) and plant clearance officer (PLCO). If the contract is not delegated to DCMC for administration, any reference to PA and PLCO throughout this document shall be construed to mean CO. The DCMC PA is available to the contractor for assistance in all matters of property administration. Notwithstanding the delegation, as necessary, the contractor may contact their EPA CO. In the event of disagreement between the contractor and the DCMC PA, the contractor should seek resolution from the CO. Unless otherwise directed in the contract, or this document, all originals of written information or reports, except direct correspondence between the contractor and the DCMC PA, relative to Government property, should be forwarded to the administrative CO assigned to this contract.

3. REQUESTS FOR GOVERNMENT PROPERTY.

a. In accordance with FAR 45.102, the contractor shall furnish all property required for performing Government contracts. If a contractor believes that Government facilities are required for performance of the contract, the contractor shall submit a written request to the CO. At a minimum, the request shall contain the following elements:

1. Contract number for which the facilities are required.
2. An item(s) description, quantity and estimated cost.
3. Certification that no like contractor facilities exist which could be utilized.
4. A detailed description of the task-related purpose of the facilities.
5. Explanation of negative impact if facilities are not provided by the Government.
6. If applicable, recommend the exception under FAR 45.302-1(a) or any applicable EPA class deviation (available upon request), and provide any other information which would support the furnishing of facilities, including contractor-acquired property (CAP).
7. Except when the request is for material, a lease versus purchase analysis shall be furnished with the request to acquire property on behalf of the Government.

The contractor may not proceed with acquisition of facilities on behalf of the Government until receipt of written authorization from the EPA CO.

4. TRANSFER OF GOVERNMENT PROPERTY. When the contractor receives Government-furnished property (GFP), the contractor should receive, from the transferor, (either EPA or another contractor) all of the applicable data elements

(Attachment 1 of this clause) needed to maintain the required records. If this information is not provided at the time of receipt of the property, the contractor shall request it from the EPA CO. The CO will attempt to obtain the data from the previous property holder, or, if data does not exist, will assist the current property holder in estimating the elements. Prior to signing an acceptance document for the property, the receiving contractor should perform a complete inventory of the property. Responsibility, as well as accountability, passes with the signed acceptance.

When, at the written direction of the EPA CO, the contractor transfers GFP to another contractor, or another Agency, the contractor shall provide the applicable data elements (Attachment 1 of this clause). Upon return of the property to EPA, the same data must be provided by the contractor to the EPA CO.

5. RECORDS OF GOVERNMENT PROPERTY.

a. In accordance with FAR 45.505 and 45.505-1, the contractor shall establish and maintain adequate property records for all Government property, regardless of value, including property provided to and in the possession of a subcontractor. Material (supplies) provided by the Government or acquired by the contractor and billed as a direct charge to the Government is Government property and records must be established as such.

b. The contractor shall establish and maintain the official Government property record. (If the contract contains the FAR Clause 52.245-1, the Government will maintain the official Government property records.) Such records shall contain the applicable data elements (Attachment 1 of this clause) **for all items of Government property regardless of cost.**

c. The Contractor shall identify all Superfund property and designate it as such both on the item and on the official Government property record. If it is not practicable to tag the item, the contractor shall write the ID number on a tag, card or other entity that may be kept with the item or in a file.

d. Support documentation used for posting entries to the property record shall provide complete, current and auditable data. Entries shall be posted to the record in a timely manner following an action.

e. For Government vehicles, in addition to the data elements required by EPA, the contractor shall also comply with the General Services Administration (GSA) and Department of Energy (DOE) record and report requirements supplied with all EPA provided motor vehicles. If the above requirements were not provided with the vehicle, the contractor shall notify the EPA CO.

f. When Government property is disclosed to be in the possession or control of the contractor but not provided under any contract, the contractor shall record and report the property in accordance with FAR 45.502(f) and (h).

6. INVENTORIES OF GOVERNMENT PROPERTY. The contractor shall conduct a complete physical inventory of EPA property at least once per year, unless otherwise directed by the PA. Reconciliation shall be completed within 30 calendar days of inventory completion. The contractor shall report the results of the inventory, including any discrepancies, to the DCMC PA upon completion of the

reconciliation. The contractor's records shall indicate the completion date of the inventory.

See section 9 herein, Contract Closeout, for information on final inventories.

7. REPORTS OF GOVERNMENT PROPERTY. In accordance with FAR 45.505-14, EPA requires an annual summary report, for each contract, by contract number, of Government property in the contractor's possession as of September 30 each year.

a. For each classification listed in FAR 45.505-14(a), except material, the contractor shall provide the total acquisition cost and total quantity. If there are zero items in a classification, or if there is an ending balance of zero, the classification must be listed with zeros in the quantity and acquisition cost columns.

b. For material, the contractor shall provide the total acquisition cost only.

c. Property classified as facilities, special tooling, special test equipment, and agency peculiar must be reported on two separate lines. The first line shall include the total acquisition cost and quantity of all items or systems with a unit acquisition cost of \$25,000 or more. The second line shall include the total acquisition cost and quantity of all items with a unit acquisition cost of less than \$25,000.

d. For items comprising a system, which is defined as ``a group of interacting items functioning as a complex whole,' ' the contractor may maintain the record as a system noting all components of the system under the main component or maintain individual records for each item. However, for the annual report of Government property the components must be reported as a **system** with one total dollar amount for the system, if that system total is \$25,000 or more.

e. The reports are to be **received** at EPA and DCMC no later than October 31 of each year.

f. Distribution shall be as follows:

Original to: EPA CO

1 copy: DCMC PA

g. EPA Contractors are required to comply with GSA's and DOE's special reporting requirements for motor vehicles. A statement of these requirements will be provided by the EPA Facility Management and Services Division (FMSD) concurrent with receipt of each vehicle.

h. The contractor shall provide detailed reports on an as-needed basis, as may be requested by the CO or the PA.

8. DISPOSITION OF GOVERNMENT PROPERTY. The disposition process is composed of three distinct phases: identification of excess property, reporting of excess property, and final disposition.

a. Identification of Excess Property. The disposition process begins with the contractor identifying Government property that is excess to its contract. **Effective contractor property control systems provide for disclosing excesses as they occur.** Once inactive Government property has been determined to be excess to the contract to which it is accountable, it must be screened against the contractor's other EPA contracts for further use. If the property may be reutilized, the contractor shall notify the CO in writing. Government property will be transferred to other contracts only when the COs on both the current contract and the receiving contract authorize such a transfer in writing.

b. Reporting Excess Government Property. Excess Government property shall be reported in accordance with FAR Subpart 45.6. Inventory schedules A-E (SF Forms 1426-1434) provide the format for reporting of excess Government property. Instructions for completing the forms are located at FAR 45.606-5 and samples may be found in FAR 53.301-1426 thru 1434. Inventory schedules shall be forwarded to the DCMC PLCO with a copy to the EPA CO. The cover letter, which accompanies the inventory schedules, must include the EPA CO's name, address and telephone number. Inventory schedules must also contain a notification if the property is Superfund property. If the property is Superfund property, the contractor must also prominently include the following language on the inventory schedule: **"Note to PLCO: Reimbursement to the EPA Superfund is required."** When requested, by the PLCO or the CO, the contractor will provide the fair market value for those items requested.

c. Disposition Instructions.

1. If directed in writing by the EPA CO, the contractor will retain all or part of the excess Government property under the current contract for possible future requirements. The contractor shall request, from the PLCO, withdrawal from the inventory schedule of those items to be retained.

2. If directed in writing by the EPA CO, the contractor shall transfer the property to another EPA contractor. The contractor will transfer the property by shipping it in accordance with the instructions provided by the CO. The contractor shall request, from the PLCO, withdrawal from the inventory schedule of those items to be transferred. Further, the contractor shall notify the CO when the transfer is complete.

3. If directed in writing by the EPA CO, the contractor shall transfer the property to EPA. The contractor shall ship/deliver the property in accordance with the instructions provided by the CO. The contractor will request, from the PLCO, withdrawal from the inventory schedule of those items to be transferred to EPA. Further, the contractor shall notify the CO when the transfer is complete.

4. The contractor will ship the property elsewhere if directed, in writing, by the PLCO.

5. The PLCO will either conduct the sale or instruct the contractor to conduct a sale of surplus property. The contractor will allow prospective bidders access to property offered for sale.

6. Property abandoned by the PLCO on the contractor's site must be

disposed of in a manner that does not endanger the health and safety of the public.

7. To effect transfer of accountability, the contractor shall provide the recipient of the property with the applicable data elements set forth in Attachment 1 of this clause. The contractor shall also obtain either a signed receipt from the recipient, or proof of shipment. The contractor shall update the official Government property record to indicate the disposition of the item and to close the record.

9. CONTRACT CLOSEOUT. The contractor shall complete a physical inventory of all Government property at contract completion and the results, including any discrepancies, shall be reported to the DCMC PA. In the case of a terminated contract, the contractor shall comply with the inventory requirements set forth in the applicable termination clause. The results of the inventory, as well as a detailed inventory listing, must be forwarded to the CO. For terminated contracts, the contractor will conduct and report the inventory results as directed by the CO.

However, in order to expedite the disposal process, contractors may be required to, or may elect to submit to the CO, an inventory schedule for disposal purposes up to six (6) months prior to contract completion. If such an inventory schedule is prepared, the contractor must indicate the earliest date that each item may be disposed.

The contractor shall update all property records to show disposal action. The contractor shall notify the DCMC PA, in writing, when all work has been completed under the contract and all Government property accountable to the contract has been disposed.

REQUIRED DATA ELEMENTS. Where applicable (all elements are not applicable to material) the contractor is required to maintain, at a minimum, the information related to the following data elements for EPA Government property:

- Contractor Identification/Tag Number;
- Description;
- Manufacturer;
- Model;
- Serial Number;
- Acquisition Date;
- Date received;
- Acquisition Cost*;
- Acquisition Document Number;
- Location;
- Contract Number;
- Account Number (if supplied);
- Superfund (Yes/No);
- Inventory Performance Date;
- Disposition Date.

* Acquisition cost shall include the price of the item plus all taxes, transportation and installation charges allocable to that item.

NOTE: For items comprising a system which is defined as, "a group of interacting items functioning as a complex whole," the contractor may maintain the record as a system noting all components of the system under the main component or maintain individual records for each item. However, for the Annual Report of Government Property, the components must be reported as a **system** with one total dollar amount for the system, if that system total is \$25,000 or more.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 IDENTIFICATION OF CONTRACTOR PERSONNEL

All contractor, subcontractor, and consultant personnel shall wear prominently displayed identification badges at all times when performing tasks under this contract and when interacting with EPA officials, federal agencies, state, tribal and local governments, business, industry and the general public. The badge shall contain the individual's name and the company's name and logo. The office space occupied by contractor staff in any location that is also occupied by EPA employees shall be identified with appropriate signs that include the contractor's name. When participating in any event and/or discussion (e.g., answering the telephone, participating as a panel member or speaker), contractor staff shall verbally identify themselves as contractor personnel so that there is no possible appearance of being EPA employees or officials.

H.2 MEETINGS, WORKSHOPS AND CONFERENCES

If this contract requires Contractor support for an EPA sponsored meeting, workshop, conference, etc. (hereby referred to as meetings), the following shall apply:

EPA meetings will be held in Federal facilities whenever available. EPA is required to notify GSA when the Agency has a short term need for meeting facilities and such facilities are not available within the Agency. (FMPR 101-17.104-4). The EPA Project Officer or Work Assignment Manager will determine and advise the Contractor when Federal facilities are not available.

Except for contractor, experts, consultants, subcontractor, or other personnel necessary for performance of the work called for by this contract, the cost of travel, food, lodging, etc., for other participants or attendees shall not be allowable costs under this contract. All such required personnel for which costs are being claimed must be approved by the Contracting Officer.

The cost of beverages, food refreshments, etc., consumed by **(GOVERNMENT ONLY)** participants or attendees at meetings shall be an allowable charge under this contract (i.e. refreshments versus per diem or **subsistence** costs). **(Refer to GSA's Federal Travel Regulation on Conference Planning (41 CFR part 301-74))**.

Any registration fees must be approved by the Contracting Officer. If approved, fees collected must be accounted for and turned over to the EPA Finance Office. They may not be used to offset any of the cost for performing the contract.

H.3 DISPLAY OF EPA OFFICE OF INSPECTOR GENERAL HOTLINE POSTER (EPAAR 1552.203-71) (OCT 2000)

(a) For EPA contracts valued at \$1,000,000 or more including all contract options, the contractor shall prominently display EPA Office of Inspector General Hotline posters in contractor facilities where the work is performed under the contract.

(b) Office of Inspector General hotline posters may be obtained from the EPA Office of Inspector General, ATTN: OIG Hotline (2443), 1200 Pennsylvania Avenue, NW, Washington, DC 20460, or by calling (202) 260-5113.

(c) The Contractor need not comply with paragraph (a) of this clause if it has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and provided instructions that encourage employees to make such reports.

H.4 PRINTING (EPAAR 1552.208-70) (OCT 2000)

(a) Definitions.

"Printing" is the process of composition, plate making, presswork, binding and microform; or the end items produced by such processes and equipment. Printing services include newsletter production and periodicals which are prohibited under EPA contracts.

"Composition" applies to the setting of type by hot-metal casting, photo typesetting, or electronic character generating devices for the purpose of producing camera copy, negatives, a plate or image to be used in the production of printing or microform.

"Camera copy" (or "camera-ready copy") is a final document suitable for printing/duplication.

"Desktop Publishing" is a method of composition using computers with the final output or generation of camera copy done by a color inkjet or color laser printer. This is not considered "printing." However, if the output from desktop publishing is being sent to a typesetting device (i.e., Linotronic) with camera copy being produced in either paper or negative format, these services are considered "printing".

"Microform" is any product produced in a miniaturized image format, for mass or general distribution and as a substitute for conventionally printed material. Microform services are classified as printing services and includes microfiche and microfilm. The contractor may make up to two sets of microform files for archival purposes at the end of the contract period of performance.

"Duplication" means the making of copies on photocopy machines employing electrostatic, thermal, or other processes without using an intermediary such as a negative or plate.

"Requirement" means an individual photocopying task. (There may be multiple requirements under a Work Assignment or Delivery Order. Each requirement would be subject to the photocopying limitation of 5,000 copies of one page or 25,000 copies of multiple pages in the aggregate per requirement).

(b) Prohibition.

The contractor shall not engage in, nor subcontract for, any printing in connection with the performance of work under this contract. Duplication of more than 5,000 copies of one page or more than 25,000 copies of multiple pages in the aggregate per requirement constitutes printing. The intent of the limitation is not to allow the duplication of final documents for use by the Agency. In compliance with EPA Order 2200.4a, EPA Publication Review Procedure, the Office of Communications, Education, and Media Relations is responsible for the review of materials generated under a contract published or issued by the Agency under a contract intended for release to the public.

(c) Affirmative Requirements.

(1) Unless otherwise directed by the contracting officer, the contractor

shall use double-sided copying to produce any progress report, draft report or final report.

(2) Unless otherwise directed by the contracting officer, the contractor shall use recycled paper for reports delivered to the Agency which meet the minimum content standards for paper and paper products as set forth in EPA's Web site for the Comprehensive Procurement Guidelines at: <http://www.epa.gov/cpg/>.

(d) *Permitted Contractor Activities.*

(1) The prohibitions contained in paragraph (b) do not preclude writing, editing, or preparing manuscript copy, or preparing related illustrative material to a final document (camera-ready copy) using desktop publishing.

(2) The contractor may perform a requirement involving the duplication of less than 5,000 copies of only one page, or less than 25,000 copies of multiple pages in the aggregate, using one color (black), so long as such pages do not exceed the maximum image size of 10\3/4\ by 14\1/4\ inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the contracting officer in writing. EPA may then seek a waiver from the Joint Committee on Printing, U. S. Congress. The intent of the limitation is to allow ``incidental'' duplication (drafts, proofs) under a contract. The intent of the limitation is not to allow the duplication of copies of final documents for use by the Agency or as distributed as instructed by the Agency.

(3) The contractor may perform a requirement involving the multi-color duplication of no more than 100 pages in the aggregate using color copier technology, so long as such pages do not exceed the maximum image size of 10\3/4\ by 14\1/4\ inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the contracting officer in writing. EPA may then seek a waiver from the Joint Committee on Printing, U. S. Congress.

(4) The contractor may perform the duplication of no more than a total of 100 diskettes or CD-ROM's. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the contracting officer in writing. EPA may then seek a waiver from the Joint Committee on Printing, U. S. Congress.

(e) *Violations.*

The contractor may not engage in, nor subcontract for, any printing in connection with the performance of work under the contract. The cost of any printing services in violation of this clause will be disallowed, or not accepted by the Government.

(f) *Flowdown Provision.*

The contractor shall include in each subcontract which may involve a requirement for any printing/duplicating/copying a provision substantially the same as this clause.

H.5 ORGANIZATIONAL CONFLICTS OF INTEREST (EPAAR 1552.209-71) (MAY 1994)

(a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.

(b) Prior to commencement of any work, the Contractor agrees to notify the Contracting Officer immediately that, to the best of its knowledge and belief, no actual or potential conflict of interest exists or to identify to the Contracting Officer any actual or potential conflict of interest the firm may have. In emergency situations, however, work may begin but notification shall be made within five (5) working days.

(c) The Contractor agrees that if an actual or potential organizational conflict of interest is identified during performance, the Contractor will immediately make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict of interest. The Contractor shall continue performance until notified by the Contracting Officer of any contrary action to be taken.

(d) Remedies - The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose it or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(e) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (e), unless otherwise authorized by the Contracting Officer.

H.6 NOTIFICATION OF CONFLICTS OF INTEREST REGARDING PERSONNEL (EPAAR 1552.209-73) (MAY 1994)

(a) In addition to the requirements of the contract clause entitled "Organizational Conflicts of Interest," the following provisions with regard to employee personnel performing under this contract shall apply until the earlier of the following two dates: the termination date of the affected employee(s) or the expiration date of the contract.

(b) The Contractor agrees to notify immediately the EPA Project Officer and the Contracting Officer of (1) any actual or potential personal conflict of interest with regard to any of its employees working on or having access to information regarding this contract, or (2) any such conflicts concerning subcontractor employees or consultants working on or having access to information regarding this contract, when such conflicts have been reported to

the Contractor. A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work.

(c) The Contractor agrees to notify each Project Officer and Contracting Officer prior to incurring costs for that employee's work when an employee may have a personal conflict of interest. In the event that the personal conflict of interest does not become known until after performance on the contract begins, the Contractor shall immediately notify the Contracting Officer of the personal conflict of interest. The Contractor shall continue performance of this contract until notified by the Contracting Officer of the appropriate action to be taken.

(d) The Contractor agrees to insert in any subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (d), unless otherwise authorized by the Contracting Officer.

H.7 LIMITATION OF FUTURE CONTRACTING (HEADQUARTERS SUPPORT) (EPAAR 1552.209-74) (MAR 1997) ALTERNATE V (MAY 1994)

(a) The parties to this contract agree that the Contractor will be restricted in its future contracting in the manner described below. Except as specifically provided in this clause, the Contractor shall be free to compete for contracts on an equal basis with other companies.

(b) If the Contractor, under the terms of this contract, or through the performance of work pursuant to this contract, is required to develop specifications or statements of work and such specifications or statements of work are incorporated into an EPA solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime Contractor or subcontractor under an ensuing EPA contract.

(c) The Contractor, during the life of this contract, will be ineligible to enter into a contract or subcontract with EPA and non-EPA prime contractors to perform response action work (e.g., Responsive Action Contractors (RACs) contracts), unless otherwise authorized by the Contracting Officer. It should be noted that this contract has a potential for a 10 year period of performance.

(d) The Contractor agrees in advance that if any bids/proposals are submitted for any work that would require written approval of the Contracting Officer prior to entering into a contract subject to the restrictions of this clause, then the bids/proposals are submitted at the Contractor's own risk. Therefore, no claim shall be made against the Government to recover bid/proposal costs as a direct cost whether the request for authorization to enter into the contract is denied or approved.

(e) To the extent that the work under this contract requires access to proprietary or confidential business or financial data of other companies, and as long as such data remains proprietary or confidential, the Contractor shall

protect such data from unauthorized use and disclosure.

(f) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for nondiscretionary technical or engineering services, including treatability studies, well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (f), unless otherwise authorized by the Contracting Officer. The Contractor may request in writing that the Contracting Officer exempt from this clause a particular subcontract or consultant agreement for nondiscretionary technical or engineering services not specifically listed above, including laboratory analysis. The Contracting Officer will review and evaluate each request on a case-by-case basis before approving or disapproving the request.

(g) If the Contractor seeks an expedited decision regarding its initial future contracting request, the Contractor may submit its request to both the Contracting Officer and the next administrative level within the Contracting Officer's organization.

(h) A review process available to the Contractor when an adverse determination is received shall consist of a request for reconsideration to the Contracting Officer or a request for review submitted to the next administrative level within the Contracting Officer's organization. An adverse determination resulting from a request for reconsideration by the Contracting Officer will not preclude the Contractor from requesting a review by the next administrative level. Either a request for review or a request for reconsideration must be submitted to the appropriate level within 30 calendar days after receipt of the initial adverse determination.

H.8 CONTRACTOR PERFORMANCE EVALUATIONS (EPAAR 1552.209-76) (MAY 1999)

The contracting officer shall complete a Contractor Performance Report (Report) within ninety (90) business days after the end of each 12 months of contract performance (interim Report) or after the last 12 months (or less) of contract performance (final Report) in accordance with EPAAR 1509.170-5. The contractor shall be evaluated based on the following ratings and performance categories:

Ratings: 0 = unsatisfactory,
 1 = poor,
 2 = fair,
 3 = good,
 4 = excellent,
 5 = outstanding.

Performance Categories:

Quality: Compliance with contract requirements; accuracy of reports; effectiveness of personnel; and technical excellence.

Rating

0--Contractor is not in compliance and is jeopardizing achievement of

contract objectives

- 1--Major problems have been encountered
- 2--Some problems have been encountered
- 3--Minor inefficiencies/errors have been identified
- 4--Contractor is in compliance with contract requirements and/or delivers quality products/services
- 5--The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those circumstances when contractor performance clearly exceeds the performance level described as "Excellent."

Cost Control: Record of forecasting and controlling target costs; current, accurate and complete billings; relationship of negotiated costs to actuals; cost efficiencies.

Rating

- 0--Contractor is unable to manage costs effectively
- 1--Contractor is having major difficulty managing costs effectively
- 2--Contractor is having some problems managing costs effectively
- 3--Contractor is usually effective in managing costs
- 4--Contractor is effective in managing costs and submits current, accurate, and complete billings
- 5--The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those circumstances when contractor performance clearly exceeds the performance level described as "Excellent."

Timeliness of Performance: Met interim milestones; reliability; responsive to technical direction; completed on time, including wrap-up and contract administration; met delivery schedules; no liquidated damages assessed.

Rating

- 0--Contractor delays are jeopardizing performance of contract objectives
- 1--Contractor is having major difficulty meeting milestones and delivery schedule
- 2--Contractor is having some problems meeting milestones and delivery schedule
- 3--Contractor is usually effective in meeting milestones and delivery schedule
- 4--Contractor is effective in meeting milestones and delivery schedule
- 5--The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those circumstances when contractor performance clearly exceeds the performance level described as "Excellent."

Business Relations: Effective management, including subcontracts; reasonable/cooperative behavior; responsive to contract requirements; notification of problems; flexibility; pro-active versus reactive; effective small/small disadvantage business subcontracting program.

Rating

- 0--Response to inquiries, technical/service/administrative issues is not effective
- 1--Response to inquiries, technical/service/administrative issues is marginally effective
- 2--Response to inquiries, technical/service/administrative issues is somewhat effective
- 3--Response to inquiries, technical/service/administrative issues is usually effective
- 4--Response to inquiries, technical/service/administrative issues is effective
- 5--The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those circumstances when contractor performance clearly exceeds the performance level described as "Excellent."

(a) The contracting officer shall initiate the process for completing interim Reports within five (5) business days after the end of each 12 months of contract performance by requesting the project officer to evaluate contractor performance for the interim Report. In addition, the contracting officer shall initiate the process for completing final Reports within five (5) business days after the last 12 months (or less) of contract performance by requesting the project officer to evaluate contractor performance for the final Report. The final Report shall cover the last 12 months (or less) of contract performance. Within thirty (30) business days after the project officer receives a request from the contracting officer to complete an evaluation, the project officer shall:

- (1) Complete a description of the contract requirements;
- (2) Evaluate contractor performance and assign a rating for quality, cost control, and timeliness of performance categories (including a narrative for each rating);
- (3) Provide any information regarding subcontracts, key personnel, and customer satisfaction;
- (4) Assign a recommended rating for the business relations performance category (including a narrative for the rating); and
- (5) Provide additional information appropriate for the evaluation or future evaluations.

(b) The contracting officer shall:

- (1) Ensure the accuracy of the project officer's evaluation by verifying that the information in the contract file corresponds with the designated project officer's ratings;
- (2) Assign a rating for the business relations performance category (including a narrative for the rating);

(3) Concur with or revise the project officer's ratings after consultation with the project officer;

(4) Provide any additional information concerning the quality, cost control, and timeliness of performance categories if deemed appropriate for the evaluation or future evaluations (if any), and provide any information regarding subcontracts, key personnel, and customer satisfaction; and

(5) Forward the Report to the contractor within ten (10) business days after the contracting officer receives the project officer's evaluation.

(c) The contractor shall be granted thirty (30) business days from the date of the contractor's receipt of the Report to review and provide a response to the contracting officer regarding the contents of the Report. The contractor shall:

(1) Review the Report;

(2) Provide a response (if any) to the contracting officer on company letter head or electronically;

(3) Complete contractor representation information; and

(4) Forward the Report to the contracting officer within the designated thirty (30) business days.

(d) The contractor's response to the Report may include written comments, rebuttals (disagreements), or additional information. If the contractor does not respond to the Report within the designated thirty (30) business days, the specified ratings in the Report are deemed appropriate for the evaluation period. In this instance, the contracting officer shall complete the Agency review and sign the Report within three (3) business days after expiration of the specified 30 business days.

(e) If the contractor submits comments, rebuttals (disagreements), or additional information to the contracting officer which contests the ratings, the contracting officer, in consultation with the project officer, shall initially try to resolve the disagreement(s) with the contractor.

(f) If the disagreement(s) is (are) not resolved between the contractor and the contracting officer, the contracting officer shall provide a written recommendation to one level above the contracting officer for resolution as promptly as possible, but no later than five (5) business days after the contracting officer is made aware that the disagreement(s) has (have) not been resolved with the contractor. The individual who is one level above the contracting officer shall:

(1) Review the contracting officer's written recommendation; and

(2) Provide a written determination to the contracting officer for summary ratings (ultimate conclusion for ratings pertaining to the performance period being evaluated) within five (5) business days after the individual one level above the contracting officer receives the contracting officer's written recommendation.

(g) If the disagreement is resolved, the contracting officer shall complete the Agency review and sign the Report within three (3) business days after consultation.

(h) The contracting officer shall complete the Agency review and sign the Report within three (3) business days after the contracting officer receives a written determination for summary ratings from one level above the contracting officer.

(i) An interim or final Report is considered completed after the contracting officer signs the Report. The contracting officer must provide a copy of completed Reports (interim and final) to the contractor within two (2) business days after completion.

H.9 OPTION TO EXTEND THE TERM OF THE CONTRACT--COST-TYPE CONTRACT (EPAAR 1552.217-71) (APR 1984) DEVIATION

The Government has the option to extend the term of this contract for 2 additional option period(s).

For the Base and Options I and II: If more than 60 days remain in the contract period of performance, the Government, without prior written notification, may exercise this option by issuing a contract modification. To exercise this option within the last 60 days of the period of performance, the Government must provide to the Contractor written notification prior to that last 60 day period.

This preliminary notification does not commit the Government to exercising the option. Exercising an option period refers to the entire contract. Work assignment orders issued during option periods may be either term cost-plus-fixed-fee (CPFF), completion CPFF, or firm fixed price. Refer to Clause B.2, OSRE-2 WORK ASSIGNMENT TYPES. Use of an option will result in the following contract modifications:

(a) The "Period of Performance" clause will be amended as follows to cover the Base and Option Periods:

*To Be Determined at Time of Contract Award

(b) Paragraph (a) of the "Level of Effort" clause will be amended to reflect a new and separate level of effort of:

*To be Determined at Time of Contract Award

(c) The "Estimated Cost and Fixed Fee" clause will be amended to reflect increased estimated costs and fixed fees for each option period as follows:

Contract Period	Hours Base LOE	Estimated Cost (base)*	Base Fixed Fee*	Total*
Base				
Months 1-36	15,000			

Option I 22,000
Months 37-84

Option II 15,000
Months 85-120

*To Be Determined at Time of Contract Award.

(d) If this contract contains "not to exceed amounts" for elements of other direct costs (ODC), those amounts will be increased as follows:

*To Be Determined at Time of Contract Award

**H.10 OPTION FOR INCREASED QUANTITY--COST-TYPE CONTRACT (EPAAR 1552.217-73)
(JUN 1997) DEVIATION**

(a) By issuing a contract modification, the Government may increase the estimated level of effort beyond the indicated base period in each option by up to 176,000 hours. This is the maximum LOE option quantity available throughout the period of performance of this contract. The Government may issue a maximum of 88 orders to increase the level of effort in multiples of 2,000 hours any time during the life of the contract. The estimated cost and fixed fee of each multiple of hours is as follows:

*To Be Completed At Time of Contract Award

When these options are exercised, paragraph (a) of the "Level-of-Effort" clause and the "Estimated Cost and Fixed Fee" clause will be modified accordingly. The option to increase the quantity of LOE does not include Other Direct Costs (ODCs). LOE options and ODC options may be exercised independently.

(b) By issuing a contract modification, the Government may increase the quantity of ODCs. The Government may issue a maximum of 88 options to increase ODCs any time during the life of the contract. The ceiling for each ODC option increment is shown below:

*To Be Completed At Time Of Contract Award

When these options are exercised, the "Other Direct Costs" clause and the "Estimated Cost and Fixed Fee" clause will be modified accordingly. The option to increase the quantity of Other Direct Costs (ODCs) does not include LOE.

H.11 MENTOR-PROTEGE PROGRAM (EPAAR 1552.219-70) (OCT 2000)

(a) The Contractor has been approved to participate in the EPA Mentor-Protege program. The purpose of the Program is to increase the participation of small disadvantaged businesses (SDBs) as subcontractors, suppliers, and ultimately as prime contractors; to establish a mutually beneficial

relationship with SDB's and EPA's large business prime contractors (although small businesses may participate as Mentors); to develop the technical and corporate administrative expertise of SDBs which will ultimately lead to greater success in competition for contract opportunities; to promote the economic stability of SDBs; and to aid in the achievement of goals for the use of SDBs in subcontracting activities under EPA contracts.

(b) The Contractor shall submit an executed Mentor-Protege agreement to the contracting officer, with a copy to the Office of Small and Disadvantaged Business Utilization or the Small Business Specialist, within thirty (30) calendar days after the effective date of the contract. The contracting officer will notify the Contractor within thirty (30) calendar days from its submission if the agreement is not accepted.

(c) The Contractor as a Mentor under the Program agrees to fulfill the terms of its agreement(s) with the Protege firm(s).

(d) If the Contractor or Protege firm is suspended or debarred while performing under an approved Mentor-Protege agreement, the Contractor shall promptly give notice of the suspension or debarment to the Office of Small and Disadvantaged Business Utilization and the contracting officer.

(e) Costs incurred by the Contractor in fulfilling their agreement(s) with the Protege firm(s) are not reimbursable on a direct basis under this contract.

(f) In an attachment to Standard Form 294, Subcontracts Report for Individual Contracts, the Contractor shall report on the progress made under their Mentor-Protege agreement(s), providing:

(1) The number of agreements in effect; and

(2) The progress in achieving the developmental assistance objectives under each agreement, including whether the objectives of the agreement have been met, problem areas encountered, and any other appropriate information.

H.12 SMALL DISADVANTAGED BUSINESS TARGETS (EPAAR 1552.219-73) (OCT 2000)

(a) In accordance with FAR 19.1202-4(a) and EPAAR 52.219-72, the following small disadvantaged business (SDB) participation targets proposed by the contractor are hereby incorporated into and made part of the contract:

Contractor Targets	NAICS Major Group	Dollars	Percentage of Total Contract Value
Total Prime Contractor Targets (Including joint venture partners)			
Total Subcontractor			

Targets			
---------	--	--	--

(b) The following specifically identified SDB(s) was (were) considered under the Section M-SDB participation evaluation factor or subfactor (continue on separate sheet if more space is needed):

- (1) _____
- (2) _____
- (3) _____
- (4) _____
- (5) _____

The contractor shall promptly notify the contracting officer of any substitution of firms if the new firms are not SDB concerns.

(c) In accordance with FAR 52.219-25, Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting, the contractor shall report on the participation of SDB concerns in the performance of the contract no less than thirty (30) calendar days prior to each annual contractor performance evaluation [contracting officer may insert the dates for each performance evaluation (i.e., every 12 months after the effective date of contract)] or as otherwise directed by the contracting officer.

H.13 UTILIZATION OF RURAL AREA SMALL BUSINESS CONCERNS (EP 52.219-110) (APR 1990)

(a) (1) "Rural area small business concern," as used in this clause, means a small business concern that is located and conducts its principal operations in a rural geographic area (county or parish) listed in the Small Business Administration's Listing of Non-Metropolitan Rural Counties by State.

(2) "Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on government contracts, and qualified as a small business under the criteria and size standard in 13 CFR 121.

(b) It is the policy of the Environmental Protection Agency (EPA) that rural area small business concerns shall have the maximum practicable opportunity to participate in performing contracts awarded by EPA.

(c) The contractor shall use its best efforts to give rural area small business concerns the opportunity to participate in the subcontracts it awards to the fullest extent consistent with efficient performance of this contract.

(d) The contractor shall incorporate the substance of this clause in any subcontract that may provide for additional subcontracting opportunities.

H.14 UTILIZATION OF HISTORICALLY BLACK COLLEGES AND UNIVERSITIES (EP 52.219-115) (JUL 1991)

(a) It is the Policy of the Environmental Protection Agency that historically black colleges and universities shall have the maximum

practicable opportunity to participate in performing contracts awarded by the Agency.

(b) The Contractor shall use its best efforts to give historically black colleges and universities the opportunity to participate in any subcontracts awarded to the fullest extent consistent with efficient performance of this contract.

(c) The contractor shall incorporate the substance of this clause in any subcontract which may provide for additional subcontracting opportunities.

H.15 PROJECT EMPLOYEE CONFIDENTIALITY AGREEMENT (EPAAR 1552.227-76) (MAY 1994)

(a) The Contractor recognizes that Contractor employees in performing this contract may have access to data, either provided by the Government or first generated during contract performance, of a sensitive nature which should not be released to the public without Environmental Protection Agency (EPA) approval. Therefore, the Contractor agrees to obtain confidentiality agreements from all of its employees working on requirements under this contract.

(b) Such agreements shall contain provisions which stipulate that each employee agrees that the employee will not disclose, either in whole or in part, to any entity external to EPA, the Department of Justice, or the Contractor, any information or data (as defined in FAR Section 27.401) provided by the Government or first generated by the Contractor under this contract, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the EPA Contracting Officer. If a contractor, through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the Contractor must provide immediate advance notification to the EPA so that the EPA can authorize such disclosure or have the opportunity to take action to prevent such disclosure. Such agreements shall be effective for the life of the contract and for a period of five (5) years after completion of the contract.

(c) The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to prevent the unauthorized disclosure of information to outside entities. If such a disclosure occurs without the written permission of the EPA Contracting Officer, the Government may terminate the contract, for default or convenience, or pursue other remedies as may be permitted by law or this contract.

(d) The Contractor further agrees to insert in any subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph, unless otherwise authorized by the Contracting Officer.

H.16 INSURANCE LIABILITY TO THIRD PERSONS (EPAAR 1552.228-70) (OCT 2000)

(a) (1) Except as provided in subparagraph (2) below, the Contractor shall provide and maintain workers' compensation, employer's liability,

comprehensive general liability (bodily injury), and comprehensive automobile liability (bodily injury and property damage) insurance, and such other insurance as the Contracting officer may require under this contract.

(2) The Contractor may, with the approval of the Contracting officer, maintain a self-insurance program; provided that, with respect to workers' compensation, the Contractor is qualified pursuant to statutory authority.

(3) All insurance required by this paragraph shall be in a form and amount and for those periods as the Contracting officer may require or approve and with insurers approved by the Contracting officer.

(b) The Contractor agrees to submit for the Contracting officer's approval, to the extent and in the manner required by the Contracting officer, any other insurance that is maintained by the Contractor in connection with the performance of this contract and for which the Contractor seeks reimbursement.

(c) The Contractor shall be reimbursed for that portion of the reasonable cost of insurance allocable to this contract, and required or approved under this clause, in accordance with its established cost accounting practices.

H.17 STATE AND LOCAL TAXES (EPAAR 1552.229-70) (NOV 1989)

In accordance with FAR 29.303 and FAR 31.205-41, the Contractor or any subcontractor under this contract shall not be reimbursed for payment of any State and local taxes for which an exemption is available. The Contractor is responsible for determining the availability of State and local tax exemptions and obtaining such exemptions, if available. The Contractor shall include this clause, suitably modified to identify the parties, in all subcontracts at any tier. The Contractor shall notify the Contracting Officer if problems arise in obtaining a State and local tax exemption. The contractor may seek a waiver by the Contracting Officer from this requirement if the administrative burden of seeking an exemption appears to outweigh the potential savings to the Government.

H.18 SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY (EPAAR 1552.235-70) (APR 1984)

(a) Whenever collecting information under this contract, the Contractor agrees to comply with the following requirements:

(1) If the Contractor collects information from public sources, such as books, reports, journals, periodicals, public records, or other sources that are available to the public without restriction, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(2) If the Contractor collects information from a State or local Government or from a Federal agency, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(3) If the Contractor collects information directly from a business or from a source that represents a business or businesses, such as a trade association:

(i) Before asking for the information, the Contractor shall identify itself, explain that it is performing contractual work for the Environmental Protection Agency, identify the information that it is seeking to collect, explain what will be done with the information, and give the following notice:

(A) You may, if you desire, assert a business confidentiality claim covering part or all of the information. If you do assert a claim, the information will be disclosed by EPA only to the extent, and by means of the procedures, set forth in 40 CFR Part 2, Subpart B.

(B) If no such claim is made at the time this information is received by the Contractor, it may be made available to the public by the Environmental Protection Agency without further notice to you.

(C) The Contractor shall, in accordance with FAR Part 9, execute a written agreement regarding the limitations of the use of this information and forward a copy of the agreement to the Contracting Officer.

(ii) Upon receiving the information, the Contractor shall make a written notation that the notice set out above was given to the source, by whom, in what form, and on what date.

(iii) At the time the Contractor initially submits the information to the appropriate program office, the Contractor shall submit a list of these sources, identify the information according to source, and indicate whether the source made any confidentiality claim and the nature and extent of the claim.

(b) The Contractor shall keep all information collected from nonpublic sources confidential in accordance with the clause in this contract entitled "Treatment of Confidential Business Information" as if it had been furnished to the Contractor by EPA.

(c) The Contractor agrees to obtain the written consent of the Contracting Officer, after a written determination by the appropriate program office, prior to entering into any subcontract that will require the subcontractor to collect information. The Contractor agrees to include this clause, including this paragraph (c), and the clause entitled "Treatment of Confidential Business Information" in all subcontracts awarded pursuant to this contract that require the subcontractor to collect information.

H.19 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-71) (APR 1984)

(a) The Contracting Officer, after a written determination by the appropriate program office, may disclose confidential business information (CBI) to the Contractor necessary to carry out the work required under this contract. The Contractor agrees to use the CBI only under the following conditions:

(1) The Contractor and Contractor's employees shall: (i) use the CBI

only for the purposes of carrying out the work required by the contract; (ii) not disclose the information to anyone other than properly cleared EPA employees without the prior written approval of the Assistant General Counsel for Contracts and Information Law; and (iii) return to the Contracting Officer all copies of the information, and any abstracts or excerpts therefrom, upon request by the Contracting Officer, whenever the information is no longer required by the Contractor for the performance of the work required by the contract, or upon completion of the contract.

(2) The Contractor shall obtain a written agreement to honor the above limitations from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(3) The Contractor agrees that these contract conditions concerning the use and disclosure of CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected businesses having a proprietary interest in the information.

(4) The Contractor shall not use any CBI supplied by EPA or obtained during performance hereunder to compete with any business to which the CBI relates.

(b) The Contractor agrees to obtain the written consent of the CO, after a written determination by the appropriate program office, prior to entering into any subcontract that will involve the disclosure of CBI by the Contractor to the subcontractor. The Contractor agrees to include this clause, including this paragraph (b), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

H.20 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (TSCA) (EPAAR 1552.235-76) (APR 1996)

(a) The Project Officer (PO) or his/her designee, after a written determination by the appropriate program office, may disclose confidential business information (CBI) to the Contractor necessary to carry out the work required under this contract. The Contractor agrees to use the CBI only under the following conditions:

(1) The Contractor and Contractor's employees shall (i) use the CBI only for the purposes of carrying out the work required by the contract; (ii) not disclose the information to anyone other than properly cleared EPA employees without the prior written approval of the Assistant General Counsel for Information Law or his/her designee; and (iii) return the CBI to the PO or his/her designee, whenever the information is no longer required by the Contractor for performance of the work required by the contract, or upon completion of this contract.

(2) The Contractor shall obtain a written agreement to honor the above limitations from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(3) The Contractor agrees that these contract conditions concerning the use and disclosure of CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected businesses having a proprietary interest in the information.

(4) The Contractor shall not use any CBI supplied by EPA or obtained during performance hereunder to compete with any business to which the CBI relates.

(b) The Contractor agrees to obtain the written consent of the CO, after a written determination by the appropriate program office, prior to entering into any subcontract that will involve the disclosure of CBI by the Contractor to the subcontractor. The Contractor agrees to include this clause, including this paragraph (b), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

H.21 DATA SECURITY FOR FEDERAL INSECTICIDE, FUNGICIDE, AND RODENTICIDE ACT CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-77) (DEC 1997)

The Contractor shall handle Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) confidential business information (CBI) in accordance with the contract clause entitled "Treatment of Confidential Business Information" and "Screening Business Information for Claims of Confidentiality," the provisions set forth below, and the Contractor's approved detailed security plan.

(a) The Project Officer (PO) or his/her designee, after a written determination by the appropriate program office, may disclose FIFRA CBI to the contractor necessary to carry out the work required under this contract. The Contractor shall protect all FIFRA CBI to which it has access (including CBI used in its computer operations) in accordance with the following requirements:

(1) The Contractor and Contractor's employees shall follow the security procedures set forth in the FIFRA Information Security Manual. The manual may be obtained from the Project Officer (PO) or the Chief, Information Services Branch (ISB), Program Management and Support Division, Office of Pesticide Programs (OPP) (H7502C), U.S. Environmental Protection Agency, Ariel Rios Building, 1200 Pennsylvania Avenue, N.W., Washington, DC 20460.

(2) The Contractor and Contractor's employees shall follow the security procedures set forth in the Contractor's security plan(s) approved by EPA.

(3) Prior to receipt of FIFRA CBI by the Contractor, the Contractor shall ensure that all employees who will be cleared for access to FIFRA CBI have been briefed on the handling, control, and security requirements set forth in the FIFRA Information Security Manual.

(4) The Contractor Document Control Officer (DCO) shall obtain a signed copy of the FIFRA "Contractor Employee Confidentiality Agreement" from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(b) The Contractor agrees that these requirements concerning protection of FIFRA CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected business having a proprietary interest in the information.

(c) The Contractor understands that CBI obtained by EPA under FIFRA may not be disclosed except as authorized by the Act, and that any unauthorized

disclosure by the Contractor or the Contractor's employees may subject the Contractor and the Contractor's employees to the criminal penalties specified in FIFRA (7 U.S.C. 136h(f)). For purposes of this contract, the only disclosures that EPA authorizes the Contractor to make are those set forth in the clause entitled "Treatment of Confidential Business Information."

(d) The Contractor agrees to include the provisions of this clause, including this paragraph (d), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

(e) At the request of EPA or at the end of the contract, the Contractor shall return to the EPA PO or his/her designee all documents, logs, and magnetic media which contain FIFRA CBI. In addition, each Contractor employee who has received FIFRA CBI clearance will sign a "Confidentiality Agreement for Contractor Employees Upon Relinquishing FIFRA CBI Access Authority." The Contractor DCO will also forward those agreements to the EPA PO or his/her designee, with a copy to the CO, at the end of the contract.

(f) If, subsequent to the date of this contract, the Government changes the security requirements, the CO shall equitably adjust affected provisions of this contract, in accordance with the "Changes" clause when:

(1) The Contractor submits a timely written request for an equitable adjustment; and

(2) The facts warrant an equitable adjustment.

H.22 DATA SECURITY FOR TOXIC SUBSTANCES CONTROL ACT CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-78) (DEC 1997)

The Contractor shall handle Toxic Substances Control Act (TSCA) confidential business information (CBI) in accordance with the contract clause entitled "Treatment of Confidential Business Information" and "Screening Business Information for Claims of Confidentiality."

(a) The Project Officer (PO) or his/her designee, after a written determination by the appropriate program office, may disclose TSCA CBI to the contractor necessary to carry out the work required under this contract. The Contractor shall protect all TSCA CBI to which it has access (including CBI used in its computer operations) in accordance with the following requirements:

(1) The Contractor and Contractor's employees shall follow the security procedures set forth in the TSCA CBI Security Manual. The manual may be obtained from the Director, Information Management Division (IMD), Office of Pollution Prevention and Toxics (OPPT), U.S. Environmental Protection Agency (EPA), Ariel Rios Building, 1200 Pennsylvania Avenue, N.W., Washington, DC 20460. Prior to receipt of TSCA CBI by the Contractor, the Contractor shall ensure that all employees who will be cleared for access to TSCA CBI have been briefed on the handling, control, and security requirements set forth in the TSCA CBI Security Manual.

(2) The Contractor shall permit access to and inspection of the Contractor's facilities in use under this contract by representatives of EPA's Assistant Administrator for Administration and Resources Management, and the

TSCA Security Staff in the OPPT, or by the EPA Project Officer.

(3) The Contractor Document Control Officer (DCO) shall obtain a signed copy of EPA Form 7740-6, "TSCA CBI Access Request, Agreement, and Approval," from each of the Contractor's employees who will have access to the information before the employee is allowed access. In addition, the Contractor shall obtain from each employee who will be cleared for TSCA CBI access all information required by EPA or the U.S. Office of Personnel Management for EPA to conduct a Minimum Background Investigation.

(b) The Contractor agrees that these requirements concerning protection of TSCA CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected business having a proprietary interest in the information.

(c) The Contractor understands that CBI obtained by EPA under TSCA may not be disclosed except as authorized by the Act, and that any unauthorized disclosure by the Contractor or the Contractor's employees may subject the Contractor and the Contractor's employees to the criminal penalties specified in TSCA (15 U.S.C. 2613(d)). For purposes of this contract, the only disclosures that EPA authorizes the Contractor to make are those set forth in the clause entitled "Treatment of Confidential Business Information."

(d) The Contractor agrees to include the provisions of this clause, including this paragraph (d), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

(e) At the request of EPA or at the end of the contract, the Contractor shall return to the EPA PO or his/her designee, all documents, logs, and magnetic media which contain TSCA CBI. In addition, each Contractor employee who has received TSCA CBI clearance will sign EPA Form 7740-18, "Confidentiality Agreement for Contractor Employees Upon Relinquishing TSCA CBI Access Authority." The Contractor DCO will also forward those agreements to the EPA OPPT/IMD, with a copy to the CO, at the end of the contract.

(f) If, subsequent to the date of this contract, the Government changes the security requirements, the CO shall equitably adjust affected provisions of this contract, in accordance with the "Changes" clause, when:

(1) The Contractor submits a timely written request for an equitable adjustment; and,

(2) The facts warrant an equitable adjustment.

H.23 RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-79) (APR 1996)

(a) The Environmental Protection Agency (EPA) may find it necessary to release information submitted by the Contractor either in response to this solicitation or pursuant to the provisions of this contract, to individuals not employed by EPA. Business information that is ordinarily entitled to confidential treatment under existing Agency regulations (40 C.F.R. Part 2) may be included in the information released to these individuals. Accordingly, by submission of this proposal or signature on this contract or

other contracts, the Contractor hereby consents to a limited release of its confidential business information (CBI).

(b) Possible circumstances where the Agency may release the Contractor's CBI include, but are not limited to the following:

(1) To other Agency contractors tasked with assisting the Agency in the recovery of Federal funds expended pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sec. 9607, as amended, (CERCLA or Superfund);

(2) To the U.S. Department of Justice (DOJ) and contractors employed by DOJ for use in advising the Agency and representing the Agency in procedures for the recovery of Superfund expenditures;

(3) To parties liable, or potentially liable, for costs under CERCLA Sec. 107 (42 U.S.C. Sec. 9607), et al, and their insurers (Potentially Responsible Parties) for purposes of facilitating settlement or litigation of claims against such parties;

(4) To other Agency contractors who, for purposes of performing the work required under the respective contracts, require access to information the Agency obtained under the Clean Air Act (42 U.S.C. 7401 et seq.); the Federal Water Pollution Control Act (33 U.S.C.1251 et seq.); the Safe Drinking Water Act (42 U.S.C. 300f et seq.); the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. 136 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.); the Toxic Substances Control Act (15 U.S.C. 2601 et seq.); or the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601 et seq.);

(5) To other Agency contractors tasked with assisting the Agency in handling and processing information and documents in the administration of Agency contracts, such as providing both preaward and post award audit support and specialized technical support to the Agency's technical evaluation panels;

(6) To employees of grantees working at EPA under the Senior Environmental Employment (SEE) Program;

(7) To Speaker of the House, President of the Senate, or Chairman of a Committee or Subcommittee;

(8) To entities such as the General Accounting Office, boards of contract appeals, and the Courts in the resolution of solicitation or contract protests and disputes;

(9) To Agency contractor employees engaged in information systems analysis, development, operation, and maintenance, including performing data processing and management functions for the Agency; and

(10) Pursuant to a court order or court-supervised agreement.

(c) The Agency recognizes an obligation to protect the contractor from competitive harm that may result from the release of such information to a competitor. (See also the clauses in this document entitled "Screening Business Information for Claims of Confidentiality" and "Treatment of

Confidential Business Information.") Except where otherwise provided by law, the Agency will permit the release of CBI under subparagraphs (1), (3), (4), (5), (6), or (9) only pursuant to a confidentiality agreement.

(d) With respect to contractors, 1552.235-71 will be used as the confidentiality agreement. With respect to Potentially Responsible Parties, such confidentiality agreements may permit further disclosure to other entities where necessary to further settlement or litigation of claims under CERCLA. Such entities include, but are not limited to accounting firms and technical experts able to analyze the information, provided that they also agree to be bound by an appropriate confidentiality agreement.

(e) This clause does not authorize the Agency to release the Contractor's CBI to the public pursuant to a request filed under the Freedom of Information Act.

(f) The Contractor agrees to include this clause, including this paragraph (f), in all subcontracts at all levels awarded pursuant to this contract that require the furnishing of confidential business information by the subcontractor.

H.24 ACCESS TO CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-80) (OCT 2000)

It is not anticipated that it will be necessary for the contractor to have access to confidential business information (CBI) during the performance of tasks required under this contract. However, the following applies to any and all tasks under which the contractor will or may have access to CBI:

The contractor shall not have access to CBI submitted to EPA under any authority until the contractor obtains from the Project Officer a certification that the EPA has followed all necessary procedures under 40 CFR part 2, subpart B (and any other applicable procedures), including providing, where necessary, prior notice to the submitters of disclosure to the contractor.

H.25 TECHNICAL DIRECTION (EPAAR 1552.237-71) (APR 1984) DEVIATION

(a) The Project Officer is the primary representative of the Contracting Officer authorized to provide technical direction on contract performance.

(b) Individuals other than the Project Officer may be authorized to provide technical direction. If individuals other than the Project Officer are authorized to provide technical direction, their names will be specified in the contract, delivery order, work assignment or technical direction document as appropriate. A Delivery Order Project Officer, Work Assignment Manager or Task Manager is authorized to provide technical direction, subject to the limitations set forth below, only on his/her delivery order, work assignment or technical direction document.

(c) Technical direction includes:

(1) Direction to the contractor which assists the contractor in

accomplishing the Statement of Work.

(2) Comments on and approval of reports or other deliverables.

(d) Technical direction must be within the contract and the delivery order, work assignment or technical direction document statement of work. The Project Officer or any other technical representative of the Contracting Officer does not have the authority to issue technical direction which (1) institutes additional work outside the scope of the contract, delivery order, work assignment or technical direction document; (2) constitutes a change as defined in the "Changes" clause; (3) causes an increase or decrease in the estimated cost of the contract, delivery order, work assignment or technical direction document; (4) alters the period of performance; or (5) changes any of the other express terms or conditions of the contract, delivery order, work assignment or technical direction document.

(e) Technical direction will be issued in writing or confirmed in writing within five (5) calendar days after verbal issuance. One copy of the technical direction memorandum will be forwarded to the Contracting Officer and the Project Officer.

H.26 KEY PERSONNEL (EPAAR 1552.237-72) (APR 1984)

(a) The Contractor shall assign to this contract the following key personnel:

(b) During the first ninety (90) calendar days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial ninety (90) calendar day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 calendar days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

H.27 CONSULTANT SERVICES AND CONSENT (EPAAR 1552.237-73) (APR 1984)

(a) The Contractor shall obtain the consent of the Contracting Officer prior to using any consultant on this contract. The Contractor shall determine whether any consultant that is used has in effect an agreement with another

Federal agency for similar or like services and, if so, shall notify the Contracting Officer.

(b) The Contractor may use the following consultants for the period of time at the rate shown.

Name	Number of (Days) (Hours)	Not to Exceed the (Daily) (Hourly) Rate of
_____	_____	_____
_____	_____	\$ _____
_____	_____	\$ _____

H.28 PAPERWORK REDUCTION ACT (EPAAR 1552.237-75) (APR 1984)

If it is established at award or subsequently becomes a contractual requirement to collect identical information from ten (10) or more public respondents, the Paperwork Reduction Act of 1980, 44 U.S.C. 3501 et seq. applies. In that event, the Contractor shall not take any action to solicit information from any of the public respondents until notified in writing by the Contracting Officer that the required Office of Management and Budget (OMB) final clearance was received.

H.29 GOVERNMENT - CONTRACTOR RELATIONS (EPAAR 1552.237-76) (JUL 1999) DEVIATION

(a) The Government and the Contractor understand and agree that the services to be delivered under this contract by the contractor to the Government are non-personal services and the parties recognize and agree that no employer-employee relationship exists or will exist under the contract between the Government and the Contractor's personnel. It is, therefore, in the best interest of the Government to afford both parties a full understanding of their respective obligations.

(b) Contractor personnel under this contract shall not:

(1) Be placed in a position where they are under the supervision, direction, or evaluation of a Government employee.

(2) Be placed in a position of command, supervision, administration or control over Government personnel, or over personnel of other Contractors under other EPA contracts, or become a part of the Government organization.

(3) Be used in administration or supervision of Government procurement activities.

(C) Employee Relationship:

(1) The services to be performed under this contract do not require the Contractor or his/her personnel to exercise personal judgment and discretion on behalf of the Government. Rather the Contractor's personnel will act and exercise personal judgment and discretion on behalf of the Contractor.

(2) Rules, regulations, directives, and requirements that are issued by the U.S. Environmental Protection Agency under its responsibility for good order, administration, and security are applicable to all personnel who enter the Government installation or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.

(d) Inapplicability of Employee Benefits: This contract does not create an employer-employee relationship. Accordingly, entitlements and benefits applicable to such relationships do not apply.

(1) Payments by the Government under this contract are not subject to Federal income tax withholdings.

(2) Payments by the Government under this contract are not subject to the Federal Insurance Contributions Act.

(3) The Contractor is not entitled to unemployment compensation benefits under the Social Security Act, as amended, by virtue of performance of this contract.

(4) The Contractor is not entitled to workman's compensation benefits by virtue of this contract.

(5) The entire consideration and benefits to the Contractor for performance of this contract is contained in the provisions for payment under this contract.

(e) Notice. It is the Contractor's, as well as, the Government's responsibility to monitor contract activities and notify the Contracting Officer if the Contractor believes that the intent of this clause has been or may be violated.

(1) The Contractor should notify the Contracting Officer in writing promptly, within 15 calendar days from the date of any incident that the Contractor considers to constitute a violation of this clause. The notice should include the date, nature and circumstance of the conduct, the name, function and activity of each Government employee or Contractor official or employee involved or knowledgeable about such conduct, identify any documents or substance of any oral communication involved in the conduct, and the estimate in time by which the Government must respond to this notice to minimize cost, delay or disruption of performance.

(2) The Contracting Officer will promptly, within 15 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer will either:

(i) confirm that the conduct is in violation and when necessary direct the mode of further performance,

(ii) countermand any communication regarded as a violation,

(iii) deny that the conduct constitutes a violation and when necessary direct the mode of further performance; or

(iv) in the event the notice is inadequate to make a decision, advise the Contractor what additional information is required, and establish the date by which it should be furnished by the Contractor and the date thereafter by which the Government will respond.

H.30 FABRICATION OR ACQUISITION OF NONEXPENDABLE PROPERTY (EPAAR 1552.245-72) (APR 1984)

The Contractor shall not fabricate nor acquire under this contract, either directly or indirectly through a subcontract, any item of nonexpendable property without written approval from the Contracting Officer.

H.31 ELECTRONIC SIGNATURES (EP-S 00-01) (SEP 2000)

As authorized by the current EPA Procurement Policy Notice on Electronic Signatures (see URL<<http://www.epa.gov/oam/ptod/>> for latest version), the Government and Contractor agree to accept each other's electronic signature on documents transmitted electronically under this contract. All electronically signed documents must be reproducible in a human-intelligible form and clearly indicate: (1) that the document was electronically signed, (2) who signed the document, (3) the title of the electronic signer, and (4) the date and time it was signed. The parties shall not deny the legal effect, validity, or enforceability of the records containing electronic signatures they transmit and receive on the ground that such records, including the signature(s), are in electronic form.

The receipt date and time of any record shall be the date and time the record is received at the EPA external Lotus Notes Gateway. In the event either party experiences a major system failure which renders the ability to transmit electronic signatures inoperable for more than one business day, the party experiencing the system failure must promptly notify the other party by telephone or by facsimile. While the system is inoperable, the parties may exchange records by facsimile transmissions, with signed originals and copies sent by surface mail or delivered by hand.

The following types of documents shall be issued as signed, paper originals only. [*List types of documents, or insert "None."*]

None

At the request of either party, the other party shall provide a duplicate paper original, with a handwritten signature, of the following types of documents. [*List types of documents, or insert "None."*]

Bilateral contract modifications, or other contractual documentation upon request

Each party agrees that it will promptly notify the other party of any unauthorized access to, or loss or destruction of electronic records sent or received. Depending on the seriousness of the lapse in computer system security, the contracting officer may modify or suspend the contractor's authorization to use electronic signatures.

H.32 PUBLICITY AND PUBLICATIONS

It is agreed that the Contractor shall acknowledge EPA support whenever the work funded in whole or in part by this contract is publicized in any news media. However, no site specific work or information shall be publicized without first obtaining the written approval of the Contracting Officer.

H.33 AWARD TERM OPTION INCENTIVE GUIDANCE

As described below, the contract period of performance may be extended through the exercise of a contract award term incentive option based on contractor performance as evaluated by the Government in the Award Term Option Incentive Plan.

1. **Period of Performance:** The contract "base" period of performance of two (2) years may be extended by exercising option(s), up to an additional eight (8) years, based on overall contract performance. The total maximum period of performance under this contract, if the government exercises all award term options is (10) ten years inclusive of the base period. These additional award term option periods will be awarded by the Government based on overall contractor performance as evaluated in accordance with the contract's approved Award Term Option Incentive Plan. The option periods and associated costs and fees are given in:

Base Period:	36 months - 3 years
Option I	48 months - 4 years
Option II	36 months - 3 years

- a. Clause: The Award Term Option Incentive Plan
 - b. Clause: Option to Extend the Term of the Contract - Cost Type
 - c. Clause: Option for Increased Quantity - Cost Type Contract
2. **Award Term Option Incentive Plan:** The Award Term Option Incentive Plan provides for the evaluation of both technical and cost performance, and serves as the basis for any award term option decisions. The Award Term Option Incentive Plan may be unilaterally revised by the Government and re-issued to the Contractor at least sixty (60) days prior to the commencement of any Award Term Option evaluation period. Any changes to the Award Term Option Incentive Plan will be made in writing and incorporated into the contract through a unilateral modification citing this clause. The Government will consult with the contractor(s) prior to the issuance of a revised Award Term Option Incentive Plan, but is not required to obtain the contractor(s) consent to the revisions. An Award term Determination Official(ATDO) shall be appointed by the Government and is responsible for the overall award term evaluation and award term decisions. The ATDO will unilaterally decide whether or not the contractor has earned an award-term option extension. For this contract, the ATDO will be the Service Center Manager for the Superfund Contracts Service Center.
3. **Government's Right to Cancel the Award Term Option Incentive:** The Government has the unilateral right to cancel the Award Term Option Incentive in this contract if:

(1) the contractor has failed to earn an award term by the end of the second year of contract performance;

(2) if after earning its first award term the contractor fails to earn an award term in any succeeding year of contract performance;

(3) Services are no longer needed;

Cancellation of an award term option that has not yet commenced for any of the reasons set forth in this clause shall not be considered either a termination of convenience or a termination for default, and shall not entitle the contractor to any termination settlement or any other compensation. If the CO determines that either conditions (1) or (2) above apply, and cancels the award term option incentive, then the resulting unilateral modification will cite this clause as the authority.

4. **Award Term Option Incentive Administration:** The award term option evaluation will be completed on the schedule given in the Award Term Option Incentive Plan in Section H. Award term decisions that affect the period of performance will commence at the end of the base period and conclude at the end of contract year eight (conclusion of Option IV/commencement of Option V).
5. **Award Term Option Incentive Decisions:** For the evaluation periods at the conclusion of the second contract year, the Base, the contractor's annual rating must be a "Good" or above to be awarded an additional contract option. For all remaining annual evaluation periods, the contractor's annual rating must be an "Excellent" or above to be awarded an additional contract option.
6. **Automatic Re-competition Decision:** If at any point in the contract period of performance only one contract option remains, the contract will end at the conclusion of that period.
7. **Review Process:** The Contractor may request a review of an award term option decision. The request shall be submitted in writing to the Contracting Officer within 15 days after notification of the award term decision. The Manager of the Superfund Contracts Service Center will conduct any award term option decision reviews.

H.34 AWARD TERM OPTION INCENTIVE PLAN

I. INTRODUCTION: This plan covers the administration of the award term provisions of the OSRE-2 contract(s).

Objective of the Award Term:

The award term incentive affords the contractor an opportunity to earn additional option periods commensurate with the achievement of consistently excellent performance in pursuit of contractual objectives and goals.

The decision to exercise an option under this contract is dependent upon government need, AND the contractor's performance over the prior base or option period(s). The Award Term decision is based upon an evaluation by program and contracting personnel regarding the contractor's performance. The purpose of the Award Term option incentive is to motivate the contractor to provide excellence in the performance of activities related both collectively and individually on all work assignments issued under the contract.

The Award Term evaluation and decision as determined by the Award Term Determination Official (ATDO) shall be based upon work assignments which may be either term, completion CPFF, or firm-fixed price based on the results and recommendations of the Performance Evaluation Board (PEB) for the rating periods shown below. The Performance Evaluation Board will consist of the following people: Director of Program Operations Support, Project Officer, Service Center Manager for Superfund Service Center, and Contracting Officer. These rating periods generally correspond to the base and option periods of the contract. During the base period and Options III-V, the decision to exercise an option based upon an Award Term decision will be made not less than 2 months prior to the date of the next option period. During Option I and Option II the decision to exercise the option will be made within 60 calendar days of the due date for exercising the next option.

Contract Periods of Performance

Contract Evaluation Periods

Base**

** For the first evaluation period only, the award term evaluation will be arrived at by averaging the mid-term and end of term ratings.

Months 1 - 36

First Evaluation (Mid-Term) Period: Months 1-16
First Evaluation (End of Term) Period: Months 17-32

Award Term decision to be finalized not later than the end of Month 33
Notification of intent to exercise Option I to be issued by end of Month 33 (60 days in advance)

Option I Months 37-84

Second Evaluation Period: Months 34-81

Award Term decision to be finalized not later than the end of Month 82
 Notification of intent to exercise Option II to be issued by end of Month 82
 (60 days in advance)

Option II Months 85-120

No Award Term Evaluations or decisions will be made during this option period.
 Standard annual and end-of-contract performance evaluations will be performed.

II. PERFORMANCE EVALUATION CATEGORIES, CRITERIA, AND RATING GUIDELINES

In order to evaluate the contractor's performance at the completion of all work assignments, evaluation categories and a set of evaluation criteria have been developed. This section highlights these components of the plan by defining each performance evaluation category and describing rating guidelines for scoring work performed under each of the criteria.

Upon negotiation at the time of award of a term-form or fixed-price task order, the contractor and the Government may modify the general criteria in this plan to make it work assignment specific. Any changes to these criteria that are work assignment specific, will be documented in the contract file and the same rating scale as shown in this clause/Award Term Plan will be used.

Performance Evaluation Category:

The Government shall conduct an overall evaluation of the contractor's performance of work assignments during each evaluation period as set forth in this clause/Plan.

Rating Guidelines:

Rating guidelines for each of the performance evaluation criteria are provided in Exhibit 3. The guidelines are provided to establish a uniform system of evaluating performance for each of the evaluation criteria.

III. EVALUATION REQUIREMENTS

The applicable evaluation requirements are attached as indicated below:

Requirement	Exhibit
Adjectival Ratings	1
Evaluation Criteria for work assignments	2
Rating Guidelines for Performance Evaluation Criteria	3

EXHIBIT 1

OSRE-2 ADJECTIVAL RATINGS

Adjectival Ratings shall be broken into the (6) categories shown below.

These ratings are the same as the NIH Past Performance rating system.

Outstanding
Excellent
Good
Fair
Poor
Unsatisfactory

A decision to exercise an Option under this contract, all other conditions as set forth under FAR notwithstanding, will be made only upon the contractor achieving the appropriate award term rating during an evaluation period as set forth below. For each evaluation period, the overall rating will be a composite of the individual scores for the elements.

Base Evaluation Period for Months 1 - 21: Required Rating: Good

If the contractor's score falls within or above this rating, the decision to exercise Option I may be made.

Option I Evaluation Period for Months 22-33: Required Rating: Excellent

If the contractor's score falls within or above this rating, the Government may unilaterally exercise Options II through V.

EXHIBIT 2

OSRE-2 EVALUATION CRITERIA

NOTE: These categories of evaluation criteria are consistent with those used by the National Institutes of Health, Contractor Past Performance System, although additional elements/other changes may have been made to make the criteria more appropriate for this contract.

QUALITY OF PRODUCT OR SERVICE

- 0 Compliance with contract and work assignment requirements
- 0 Technical quality of deliverables.
- 0 Ability to meet work assignment goals and objectives.
- 0 Adherence to regulations, procedures, and guidelines.

COST CONTROL

- 0 Ability to meet cost estimates stated in the work plan and work assignment
- 0 Ability to provide deliverables according to the schedule/deadlines given in the work assignment
- 0 Current, accurate and complete billings
- 0 Relationship of negotiated costs to actuals
- 0 Record of forecasting and controlling target costs

TIMELINESS OF PERFORMANCE

- 0 Development and maintenance of planned schedules and budgets for deliverables provided by the work assignment
- 0 Responsive to technical direction
- 0 Tasks completed on time including wrap-up and contract administration activities
- 0 Met delivery schedules

BUSINESS RELATIONS

- 0 Responsive to contract requirements
- 0 Appropriateness of professional mix to ensure quality of work while minimizing cost and time expenditures.
- 0 Ability to effectively manage subcontractors' costs and resources, eliminate cost duplication by subcontractors.
- 0 Ability to meet, manage and adhere to subcontracting plans including team subcontracting.
- 0 Notification of problems; ability to identify and resolve problems.
- 0 Maintains regular communication link with Agency personnel and provides appropriate information enabling Agency personnel to keep abreast of work assignment progress & issues.

EXHIBIT 3 - OSRE-2
RATING GUIDELINES FOR PERFORMANCE EVALUATION CRITERIA

Assign each area a rating of Unsatisfactory, Poor, Fair, Good, Excellent, Outstanding. The following criteria will be used as guidance in making these evaluations.

CONTRACTOR PERFORMANCE REPORT

Unsatisfactory

Quality of Product or Service - Non conformances are jeopardizing the achievement of contract requirements despite major Agency involvement

Cost Control - Ability to manage cost issues is jeopardizing performance of contract requirements despite major Agency involvement

Timeliness of Performance - Delays are jeopardizing performance of contract requirements despite major Agency involvement

Business Relations - Response to inquires, technical/service/administrative issues is not effective

Poor

Quality of Product or Service - Overall compliance requires major Agency involvement to ensure achievement of contract requirement

Cost Control - Ability to manage cost issues requires major Agency involvement to ensure achievement of contract requirements

Timeliness of Performance - Delays require major Agency involvement to ensure achievement of contract requirements

Business Relations - Response to inquiries, technical/service/administrative issues is marginally effective

Fair

Quality of Product or Service - Overall compliance requires minor Agency involvement to ensure achievement of contract requirement

Cost Control - Ability to manage cost issues requires minor Agency involvement to ensure achievement of contract requirements

Timeliness of Performance - Delays require minor Agency involvement to ensure achievement of contract requirements

Business Relations - Response to inquiries, technical/service/administrative issues is somewhat effective

Good

Quality of Product or Service - Overall compliance requires no Agency involvement to ensure achievement of contract requirements

Cost Control - Management of cost issues requires no Agency involvement to ensure achievement of contract requirements

Timeliness of Performance - Delays require no Agency involvement to ensure achievement of contract requirements

Business Relations - Response to inquiries, technical/service/administrative issues is usually effective

Excellent

Quality of Product or Service - There are no quality problems

Cost Control - There are no unresolved cost management issues

Timeliness of Performance - There are no unexcused delays

Business Relations - Response to inquiries, technical/service/administrative issues is effective

Outstanding (All categories)

The contractor has demonstrated an outstanding performance level in any of the above four categories that justifies adding a point to the score. It is expected that this rating will be used in those rare circumstances when contractor performance clearly exceeds the performance levels described as Excellent.

PART II - CONTRACT CLAUSES**SECTION I - CONTRACT CLAUSES****I.1 NOTICE Listing Contract Clauses Incorporated by Reference**

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	JUL 1995	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	JUN 1997	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.204-4	AUG 2000	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER
52.209-6	JUL 1995	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.215-2	JUN 1999	AUDIT AND RECORDS--NEGOTIATION
52.215-17	OCT 1997	WAIVER OF FACILITIES CAPITAL COST OF MONEY
52.216-7	MAR 2000	ALLOWABLE COST AND PAYMENT
52.216-8	MAR 1997	FIXED FEE
52.217-8	NOV 1999	OPTION TO EXTEND SERVICES
52.219-4	JAN 1999	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS
52.219-8	OCT 2000	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-9	OCT 2000	SMALL BUSINESS SUBCONTRACTING PLAN
52.219-16	JAN 1999	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN
52.222-3	AUG 1996	CONVICT LABOR
52.222-26	FEB 1999	EQUAL OPPORTUNITY
52.222-35	APR 1998	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA
52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-37	JAN 1999	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA
52.223-6	JAN 1997	DRUG-FREE WORKPLACE
52.223-14	OCT 2000	TOXIC CHEMICAL RELEASE REPORTING

52.224-1	APR 1984	PRIVACY ACT NOTIFICATION
52.224-2	APR 1984	PRIVACY ACT
52.225-13	JUL 2000	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.227-1	JUL 1995	AUTHORIZATION AND CONSENT
52.227-2	AUG 1996	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.227-14	JUN 1987	RIGHTS IN DATA--GENERAL
52.227-14	JUN 1987	RIGHTS IN DATA--GENERAL ALTERNATE II (JUN 1987)
52.227-14	JUN 1987	RIGHTS IN DATA--GENERAL ALTERNATE III (JUN 1987)
52.227-14	JUN 1987	RIGHTS IN DATA--GENERAL ALTERNATE V (JUN 1987)
52.227-16	JUN 1987	ADDITIONAL DATA REQUIREMENTS
52.228-7	MAR 1996	INSURANCE--LIABILITY TO THIRD PERSONS
52.229-3	JAN 1991	FEDERAL, STATE, AND LOCAL TAXES
52.230-2	APR 1998	COST ACCOUNTING STANDARDS
52.230-6	NOV 1999	ADMINISTRATION OF COST ACCOUNTING STANDARDS
52.232-17	JUN 1996	INTEREST
52.232-20	APR 1984	LIMITATION OF COST
52.232-22	APR 1984	LIMITATION OF FUNDS
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-25	JUN 1997	PROMPT PAYMENT
52.232-34	MAY 1999	PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN CENTRAL CONTRACTOR REGISTRATION
52.233-1	DEC 1998	DISPUTES ALTERNATE I (DEC 1991)
52.233-3	AUG 1996	PROTEST AFTER AWARD ALTERNATE I (JUN 1985)
52.237-2	APR 1984	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION
52.237-3	JAN 1991	CONTINUITY OF SERVICES
52.242-1	APR 1984	NOTICE OF INTENT TO DISALLOW COSTS
52.242-3	OCT 1995	PENALTIES FOR UNALLOWABLE COSTS
52.242-4	JAN 1997	CERTIFICATION OF FINAL INDIRECT COSTS
52.242-13	JUL 1995	BANKRUPTCY
52.243-2	AUG 1987	CHANGES--COST REIMBURSEMENT ALTERNATE I (APR 1984)
52.244-2	AUG 1998	SUBCONTRACTS ALTERNATE II (AUG 1998)
52.246-25	FEB 1997	LIMITATION OF LIABILITY--SERVICES
52.249-6	SEP 1996	TERMINATION (COST-REIMBURSEMENT)
52.249-14	APR 1984	EXCUSABLE DELAYS
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

I.2 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (FAR 52.203-8) (JAN 1997)

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C 423) (the Act), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal Year 1996 (Pub.L. 104-106), the Government may--

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which--

(i) The Contractor or someone acting for the Contractor has been convicted

for an offense where the conduct constitutes a violation of subsection 27(a) or (b) of the Act for the purpose of either-

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsections 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

I.3 PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (FAR 52.204-4) (JUN 1996) DEVIATION

(a) In accordance with Executive Order 12873, dated October 20, 1993, as amended by Executive Order 12995, dated March 25, 1996, the Offeror/Contractor is required to submit paper documents, such as offers, letters, or reports, that are printed/copied double-sided on recycled paper that has at least 20% postconsumer material.

(b) The 20% standard applies to high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white woven envelopes, and other uncoated printed and writing paper, such as writing and office paper, book paper, cotton fiber paper, and cover stock. An alternative standard to meeting the 20% postconsumer material standard is 50% recovered material content of certain industrial by-products.

I.4 NOTIFICATION OF OWNERSHIP CHANGES (FAR 52.215-19) (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the

records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

I.5 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (FAR 52.215-21) (OCT 1997)

(a) *Exceptions from cost or pricing data.* (1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

(i) *Identification of the law or regulation establishing the price offered.* If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) *Information on modifications of contracts or subcontracts for commercial items.* (A) If--

(1) The original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and

(2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--

(1) For catalog items, a copy of or identification of the catalog

and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) *Requirements for cost or pricing data.* If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

I.6 OPTION TO EXTEND THE TERM OF THE CONTRACT (FAR 52.217-9) (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within the timeframe as specified in Section H entitled *Award Term Option Incentive Guidance*; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed ten years.

I.7 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (FAR 52.219-23) (OCT 1998) ALTERNATE I (OCT 1998)

(a) *Definitions.* As used in this clause--

"Small disadvantaged business concern" means an offeror that represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

(1) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(i) No material change in disadvantaged ownership and control has occurred since its certification;

(ii) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c) (2); and

(iii) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net).

(2) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted. In this case, in order to receive the benefit of a price evaluation adjustment, an offeror must receive certification as a small disadvantaged business concern by the Small Business Administration prior to contract award; or

(3) Is a joint venture as defined in 13 CFR 124.1002(f).

"Historically black college or university" means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense (DOD), the National Aeronautics and Space Administration (NASA), and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institution" means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which, for purposes of this clause, includes a Hispanic-serving institution of higher education as defined in Section 316(b) (1) of the Act (20 U.S.C. 1059c(b) (1)).

"United States" means the United States, its territories and possessions, the Commonwealth of Puerto Rico, the U.S. Trust Territory of the Pacific Islands, and the District of Columbia.

(b) *Evaluation adjustment.* (1) The Contracting Officer will evaluate offers by adding a factor of 10% percent to the price of all offers, except--

(i) Offers from small disadvantaged business concerns that have not

waived the adjustment;

(ii) An otherwise successful offer of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is equaled or exceeded (see section 25.402 of the Federal Acquisition Regulation (FAR));

(iii) An otherwise successful offer where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government;

(iv) For DoD, NASA, and Coast Guard acquisitions, an otherwise successful offer from a historically black college or university or minority institution; and

(v) For DoD acquisitions, an otherwise successful offer of qualifying country end products (see sections 225.000-70 and 252.225-7001 of the Defense FAR Supplement).

(2) The Contracting Officer will apply the factor to a line item or a group of line items on which award may be made. The Contracting Officer will apply other evaluation factors described in the solicitation before application of the factor. The factor may not be applied if using the adjustment would cause the contract award to be made at a price that exceeds the fair market price by more than the factor in paragraph (b)(1) of this clause.

(c) *Waiver of evaluation adjustment.* A small disadvantaged business concern may elect to waive the adjustment, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply to offers that waive the adjustment.

____ Offeror elects to waive the adjustment.

(d) *Agreements.* (1) A small disadvantaged business concern, that did not waive the adjustment, agrees that in performance of the contract, in the case of a contract for--

(i) Services, except construction, at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern;

(ii) Supplies (other than procurement from a non-manufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern;

(iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern; or

(iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.

(2) A small disadvantaged business concern submitting an offer in its own name agrees to furnish in performing this contract only end items

manufactured or produced by small business concerns in the United States. This paragraph does not apply in connection with construction or service contracts.

I.8 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (FAR 52.223-5) (APR 1998)

(a) Executive Order 12856 of August 3, 1993, requires Federal facilities to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001-11050) and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109).

(b) The Contractor shall provide all information needed by the Federal facility to comply with the emergency planning reporting requirements of Section 302 of EPCRA; the emergency notice requirements of Section 304 of EPCRA; the list of Material Safety Data Sheets required by Section 311 of EPCRA; the emergency and hazardous chemical inventory forms of Section 312 of EPCRA; the toxic chemical release inventory of Section 313 of EPCRA, which includes the reduction and recycling information required by Section 6607 of PPA; and the toxic chemical reduction goals requirements of Section 3-302 of Executive Order 12856.

I.9 SUBCONTRACTS (COST-REIMBURSEMENT AND LETTER CONTRACTS) (FAR 52.244-2) (MAR 1996) DEVIATION

(a) "Subcontract," as used in this clause, includes but is not limited to purchase orders, and changes and modifications to purchase orders. The Contractor shall notify the Contracting Officer reasonably in advance of entering into any subcontract if--

(1) The proposed subcontract is of the cost-reimbursement, time-and-materials, or labor-hour type;

(2) The proposed subcontract is fixed-price and exceeds either \$25,000 or 5 percent of the total estimated cost of this contract;

(3) The proposed subcontract has experimental, developmental, or research work as one of its purposes; or (4) This contract is not a facilities contract and the proposed subcontract provides for the fabrication, purchase, rental, installation, or other acquisition of special test equipment valued in excess of \$25,000 or of any items of facilities.

(b) (1) In the case of a proposed subcontract that (i) is of the cost-reimbursement, time-and-materials, or labor-hour type and is estimated to exceed \$25,000, including any fee, (ii) is proposed to exceed \$100,000, or (iii) is one of a number of subcontracts with a single subcontractor, under this contract, for the same or related supplies or services that, in the aggregate, are expected to exceed \$100,000, the advance notification required by paragraph (a) above shall include the information specified in subparagraph (2) below.

(2) (i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected, including the competition obtained. If the subcontract is awarded under the Mentor-Protege Program and is \$1,000,000 or less, competition is not required.

(iv) The proposed subcontract price and the Contractor's cost or price analysis.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting--

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(c) The Contractor shall obtain the Contracting Officer's written consent before placing any subcontract for which advance notification is required under paragraph (a) above. However, the Contracting Officer may ratify in writing any such subcontract. Ratification shall constitute the consent of the Contracting Officer.

(d) If the Contractor has an approved purchasing system and the subcontract is within the scope of such approval, the Contractor may enter into the subcontracts described in subparagraphs (a)(1) and (a)(2) of this clause without the consent of the Contracting Officer.

(e) Even if the Contractor's purchasing system has been approved, the Contractor shall obtain the Contracting Officer's written consent before

placing subcontracts identified below:

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination (1) of the acceptability of any subcontract terms or conditions, (2) of the allowability of any cost under this contract, or (3) to relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in paragraph 15.903(d) of the Federal Acquisition Regulation (FAR).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) (1) The Contractor shall insert in each price redetermination or incentive price revision subcontract under this contract the substance of the paragraph "Quarterly limitation on payments statement" of the clause at 52.216-5, Price Redetermination--Prospective, 52.216-6, Price Redetermination--Retroactive, 52.216-16, Incentive Price Revision--Firm Target, or 52.216-17, Incentive Price Revision--Successive Targets, as appropriate, modified in accordance with the paragraph entitled "Subcontracts" of that clause.

(2) Additionally, the Contractor shall include in each cost- reimbursement subcontract under this contract a requirement that the subcontractor insert the substance of the appropriate modified subparagraph referred to in subparagraph (1) above in each lower tier price redetermination or incentive price revision subcontract under that subcontract.

(j) To facilitate small business participation in subcontracting, the Contractor agrees to provide progress payments on subcontracts under this contract that are fixed-price subcontracts with small business concerns in conformity with the standards for customary progress payments stated in FAR 32.502-1 and 32.504(f), as in effect on the date of this contract. The Contractor further agrees that the need for such progress payments will not be considered a handicap or adverse factor in the award of subcontracts.

(k) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

I.10 COMPETITION IN SUBCONTRACTING (FAR 52.244-5) (DEC 1996)

(a) The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.

(b) If the Contractor is an approved mentor under the Department of Defense Pilot Mentor-Protege Program (Pub. L. 101-510, section 831 as amended), the Contractor may award subcontracts under this contract on a noncompetitive basis to its proteges.

I.11 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (FAR 52.244-6) (OCT 1998)

(a) Definition.

"Commercial item", as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract", as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212(a));

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and

(4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

I.12 GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (FAR 52.245-5) (AUG 1996) DEVIATION

(a) *Government-furnished property.* (1) The term "Contractor's managerial personnel," as used in paragraph (g) of this clause, means any of the

Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of--

- (i) All or substantially all of the Contractor's business;
- (ii) All or substantially all of the Contractor's operation at any one plant, or separate location at which the contract is being performed; or
- (iii) A separate and complete major industrial operation connected with performing this contract.

(2) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property described in the Schedule or specifications, together with such related data and information as the Contractor may request and as may be reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").

(3) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(4) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either effect repairs or modification or return or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(5) If Government-furnished property is not delivered to the Contractor by the required time or times, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(b) *Changes in Government-furnished property.* (1) The Contracting Officer may, by written notice, (i) decrease the Government-furnished property provided or to be provided under this contract or (ii) substitute other Government-furnished property for the property to be provided by the Government or to be acquired by the Contractor for the Government under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by this notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make such property available for performing this contract and there is any--

- (i) Decrease or substitution in this property pursuant to subparagraph (b) (1) above; or

(ii) Withdrawal of authority to use property, if provided under any other contract or lease.

(c) *Title.* (1) The Government shall retain title to all Government-furnished property.

(2) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

(3) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon--

(i) Issuance of the property for use in contract performance;

(ii) Commencement of processing of the property for use in contract performance; or

(iii) Reimbursement of the cost of the property by the Government, whichever occurs first.

(4) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(d) *Use of Government property.* The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

(e) *Property administration.* (1) The Contractor shall be responsible and accountable for all Government property provided under this contract and shall comply with Federal Acquisition Regulation Subpart 45.5, as in effect on the date of this contract, and which is hereby incorporated into this contract by reference.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound business practice and the applicable provisions of FAR Subpart 45.5.

(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(f) *Access.* The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

(g) *Limited Risk of loss.*

(1) The Contractor shall not be liable for loss or destruction of, or damage to, the Government property provided under this contract or for expenses incidental to such loss, destruction, or damage, except as provided in subparagraphs (2) and (3) below.

(2) The Contractor shall be responsible for loss or destruction of, or damage to, the Government property provided under this contract (including expenses incidental to such loss, destruction, or damage)--

(i) That results from a risk expressly required to be insured under this contract, but only to the extent of the insurance required to be purchased and maintained or to the extent of insurance actually purchased and maintained, whichever is greater;

(ii) That results from a risk that is in fact covered by insurance or for which the Contractor is otherwise reimbursed, but only to the extent of such insurance or reimbursement;

(iii) For which the Contractor is otherwise responsible under the express terms of this contract;

(iv) That results from willful misconduct or lack of good faith on the part of the Contractor's managerial personnel; or

(v) That results from a failure on the part of the Contractor, due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel, to establish and administer a program or system for the control, use, protection, preservation, maintenance, and repair of Government property as required by paragraph (e) of this clause.

(3) (i) If the Contractor fails to act as provided by subdivision (g) (2) (v) above, after being notified (by certified mail addressed to one of the Contractor's managerial personnel) of the Government's disapproval, withdrawal of approval, or nonacceptance of the system or program, it shall be conclusively presumed that such failure was due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.

(ii) In such event, any loss or destruction of, or damage to, the Government property shall be presumed to have resulted from such failure unless the Contractor can establish by clear and convincing evidence that such loss, destruction, or damage--

(A) Did not result from the Contractor's failure to maintain an approved program or system; or

(B) Occurred while an approved program or system was maintained by the Contractor.

(4) If the Contractor transfers Government property to the possession and

control of a subcontractor, the transfer shall not affect the liability of the Contractor for loss or destruction of, or damage to, the property as set forth above. However, the Contractor shall require the subcontractor to assume the risk of, and be responsible for, any loss or destruction of, or damage to, the property while in the subcontractor's possession or control, except to the extent that the subcontract, with the advance approval of the Contracting Officer, relieves the subcontractor from such liability. In the absence of such approval, the subcontract shall contain appropriate provisions requiring the return of all Government property in as good condition as when received, except for reasonable wear and tear or for its use in accordance with the provisions of the prime contract.

(5) The contractor shall notify the contracting officer upon loss or destruction of, or damage to, Government property provided under this contract, with the exception of low value property for which loss, damage, or destruction is reported at contract termination, completion, or when needed for continued contract performance. The Contractor shall take all reasonable action to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the affected Government property in the best possible order, and furnish to the Contracting Officer a statement of--

- (i) The lost, destroyed, or damaged Government property;
- (ii) The time and origin of the loss, destruction, or damage;
- (iii) All known interests in commingled property of which the Government property is a part; and
- (iv) The insurance, if any, covering any part of or interest in such commingled property.

(6) The Contractor shall repair, renovate, and take such other action with respect to damaged Government property as the Contracting Officer directs. If the Government property is destroyed or damaged beyond practical repair, or is damaged and so commingled or combined with property of others (including the Contractor's) that separation is impractical, the Contractor may, with the approval of and subject to any conditions imposed by the Contracting Officer, sell such property for the account of the Government. Such sales may be made in order to minimize the loss to the Government, to permit the resumption of business, or to accomplish a similar purpose. The Contractor shall be entitled to an equitable adjustment in the contract price for the expenditures made in performing the obligations under this subparagraph (g) (6) in accordance with paragraph (h) of this clause. However, the Government may directly reimburse the loss and salvage organization for any of their charges. The Contracting Officer shall give due regard to the Contractor's liability under this paragraph (g) when making any such equitable adjustment.

(7) The Contractor shall not be reimbursed for, and shall not include as an item of overhead, the cost of insurance or of any reserve covering risk of loss or destruction of, or damage to, Government property, except to the extent that the Government may have expressly required the Contractor to carry such insurance under another provision of this contract.

(8) In the event the Contractor is reimbursed or otherwise compensated for

any loss or destruction of, or damage to, Government property, the Contractor shall use the proceeds to repair, renovate, or replace the lost, destroyed, or damaged Government property or shall otherwise credit the proceeds to, or equitably reimburse, the Government, as directed by the Contracting Officer.

(9) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss or destruction of, or damage to, Government property. Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery. In addition, where a subcontractor has not been relieved from liability for any loss or destruction of, or damage to, Government property, the Contractor shall enforce for the benefit of the Government the liability of the subcontractor for such loss, destruction, or damage.

(h) *Equitable adjustment.* When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for--

- (1) Any delay in delivery of Government-furnished property;
- (2) Delivery of Government-furnished property in a condition not suitable for its intended use;
- (3) A decrease in or substitution of Government-furnished property; or
- (4) Failure to repair or replace Government property for which the Government is responsible.

(i) *Final accounting and disposition of Government property.* Upon completing this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government property not consumed in performing this contract or delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the cost of the work covered by this contract or paid to the Government as directed by the Contracting Officer. The foregoing provisions shall apply to scrap from Government property; provided, however, that the Contracting Officer may authorize or direct the Contractor to omit from such inventory schedules any scrap consisting of faulty castings or forgings or of cutting and processing waste, such as chips, cuttings, borings, turnings, short ends, circles, trimmings, clippings, and remnants, and to dispose of such scrap in accordance with the Contractor's normal practice and account for it as a part of general overhead or other reimbursable costs in accordance with the Contractor's established accounting procedures.

(j) *Abandonment and restoration of Contractor premises.* Unless otherwise provided herein, the Government--

(1) May abandon any Government property in place, at which time all obligations of the Government regarding such abandoned property shall cease; and

(2) Has no obligation to restore or rehabilitate the Contractor's premises under any circumstances (e.g., abandonment, disposition upon completion of need, or contract completion). However, if the Government-furnished property (listed in the Schedule or specifications) is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

(k) *Communications.* All communications under this clause shall be in writing.

(l) *Overseas contracts.* If this contract is to be performed outside the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

I.13 SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT (FAR 52.247-67) (JUN 1997)

(a)1) In accordance with paragraph (a)(2) of this clause, the Contractor shall submit to the General Services Administration (GSA) for audit, legible copies of all paid freight bills/invoices, commercial bills of lading (CBL's), passenger coupons, and other supporting documents for transportation services on which the United States will assume freight charges that were paid (i) by the Contractor under a cost-reimbursement contract, and (ii) by a first-tier subcontractor under a cost-reimbursement subcontract thereunder.

(2) Cost-reimbursement Contractors shall only submit for audit those CBL's with freight shipment charges exceeding \$50.00. Bills under \$50.00 shall be retained on-site by the Contractor and made available for GSA on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.

(b) The Contractor shall forward copies of paid freight bills/invoices, CBL's, passenger coupons, and supporting documents as soon as possible following the end of the month, in one package to the General Services Administration, ATTN: FWA, 1800 F Street, NW, Washington, DC 20405. The Contractor shall include the paid freight bills/invoices, CBL's, passenger coupons, and supporting documents for first-tier subcontractors under a cost-reimbursement contract. If the inclusion of the paid freight bills/invoices, CBL's, passenger coupons, and supporting documents for any subcontractor in the shipment is not practicable, the documents may be forwarded to GSA in a separate package.

(c) Any original transportation bills or other documents requested by GSA shall be forwarded promptly by the Contractor to GSA. The Contractor shall ensure that the name of the contracting agency is stamped or written on the face of the bill before sending it to GSA.

(d) A statement prepared in duplicate by the Contractor shall accompany each shipment of transportation documents. GSA will acknowledge receipt of the shipment by signing and returning the copy of the statement. The statement shall show --

- (1) The name and address of the Contractor;
- (2) The contract number including any alpha-numeric prefix identifying the contracting office;
- (3) The name and address of the contracting office;
- (4) The total number of bills submitted with the statement; and
- (5) A listing of the respective amounts paid or, in lieu of such listing, an adding machine tape of the amounts paid showing the Contractor's voucher or check numbers.

I.14 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.epa.gov/oam/ptod>

Select EPAAR text, and Adobe Acrobat will load to view the clauses and regulations.

I.15 AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the date of the clause.

(b) The use in this solicitation or contract of any Environmental Protection Agency (48 CFR Chapter 15) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the name of the regulation.

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

J.1 LIST OF ATTACHMENTS (EP 52.252-100) (APR 1984)

Number	Attachment Title
1	PAST PERFORMANCE INFORMATION
2	INSTRUCTIONS FOR PERFORMING THE ALLOCATION OF NON-SITE SPECIFIC COSTS
3	INVOICE PREPARATION INSTRUCTIONS
4	MINIMUM STANDARDS FOR COI PLAN
5	STATEMENT OF WORK
6	CONTRACTOR PERFORMANCE REPORT
7	NIH CONTRACTOR PERFORMANCE REPORT
8	CLIENT AUTHORIZATION LETTER

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

**K.1 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN
FEDERAL TRANSACTIONS (FAR 52.203-11) (APR 1991)**

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989--

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit OMB standard form LLL, Disclosure of Lobbying Activities to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

K.2 TAXPAYER IDENTIFICATION (FAR 52.204-3) (OCT 1998)

(a) *Definitions.*

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) *Taxpayer Identification Number (TIN).*

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) *Type of organization.*

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other_____.

(f) *Common parent.*

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name_____

TIN_____

K.3 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (FAR 52.204-5) (MAY 1999)

(a) *Definition.* "Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) *Representation.* [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it ☐ is, ☐ is not a women-owned business concern.

K.4 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (FAR 52.209-5) (APR 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; **[This language stayed indefinitely. Please use paragraph (a)(1)(i)(D) below.]**

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a) (1) (i) (B) of this provision.

[This language stayed indefinitely. Please use paragraph (a) (1) (i) (E) below.]

(D) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(E) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a) (1) (i) (D) of this provision.

(ii) (A) **[This paragraph (a) (1) (ii) is stayed indefinitely.]** The offeror, aside from the offenses enumerated in paragraphs (a) (1) (i) (A), (B), and (C) of this provision, has * has not * within the past three years, relative to tax, labor and employment, environmental, antitrust, or consumer protection laws--

(1) Been convicted of a Federal or State felony (or has any Federal or State felony indictments currently pending against them); or

(2) Had a Federal court judgment in a civil case brought by the United States rendered against them; or

(3) Had an adverse decision by a Federal administrative law judge, board, or commission indicating a willful violation of law.

(B) If the offeror has responded affirmatively, the offeror shall provide additional information if requested by the Contracting Officer; and

(iii) The Offeror has ☐ has not ☐, within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its

certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.5 ORGANIZATIONAL CONFLICTS OF INTEREST CERTIFICATE-- MARKETING CONSULTANTS (FAR 52.209-7) (OCT 1995)

(a) Definitions.

(1) Marketing consultant means any independent contractor who furnishes advice, information, direction, or assistance to an offeror or any other contractor in support of the preparation or submission of an offer for a government contract by that offeror. An independent Contractor is not a marketing consultant when rendering--

(i) Services excluded in Subpart 37.2;

(ii) Routine engineering and technical services (such as installation, operation, or maintenance of systems, equipment, software, components, or facilities);

(iii) Routine legal, actuarial, auditing, and accounting services;
or

(iv) Training services.

(2) Organizational conflict of interest means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

(b) An individual or firm that employs, retains, or engages contractually one or more marketing consultants in connection with a contract, shall submit

to the contracting officer, with respect to each marketing consultant, the certificates described below, if the individual or firm is notified that it is the apparent successful offeror.

(c) The certificate must contain the following:

(1) The name of the agency and the number of the solicitation in question.

(2) The name, address, telephone number, and federal taxpayer identification number of the marketing consultant.

(3) The name, address, and telephone number of a responsible officer or employee of the marketing consultant who has personal knowledge of the marketing consultants involvement in the contract.

(4) A description of the nature of the services rendered by or to be rendered by the marketing consultant.

(5) The name, address, and telephone number of the client or clients, and the name of a responsible officer or employee of the marketing consultant who is knowledgeable about the services provided to such client(s), and a description of the nature of the services rendered to such client(s), if, based on information provided to the Contractor by the marketing consultant, any marketing consultant is rendering or, in the 12 months preceding the date of the certificate, has rendered services respecting the same subject matter of the instant solicitation, or directly relating to such subject matter, to the Government or any other client (including any foreign government or person).

(6) A statement that the person who signs the certificate for the prime Contractor has informed the marketing consultant of the existence of Subpart 9.5 and Office of Federal Procurement Policy Letter 89-1.

(7) The signature, name, title, employer's name, address, and telephone number of the persons who signed the certificates for both the apparent successful offeror and the marketing consultant.

(d) In addition, the apparent successful offeror shall forward to the Contracting Officer a certificate signed by the marketing consultant that the marketing consultant has been told of the existence of Subpart 9.5 and Office of Federal Procurement Policy Letter 89-1, and the marketing consultant has made inquiry, and to the best of the consultant's knowledge and belief, the consultant has provided no unfair competitive advantage to the prime Contractor with respect to the services rendered or to be rendered in connection with the solicitation, or that any unfair competitive advantage that, to the best of the consultant's knowledge and belief, does or may exist, has been disclosed to the offeror.

(e) Failure of the offeror to provide the required certifications may result

in the offeror being determined ineligible for award. Misrepresentation of any fact may result in the assessment of penalties associated with false certifications or such other provisions provided for by law or regulation.

K.6 ORGANIZATIONAL CONFLICTS OF INTEREST CERTIFICATE-- ADVISORY AND ASSISTANCE SERVICES (FAR 52.209-8) (NOV 1991)

(a) Organizational conflict of interest means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

(b) An offeror notified that it is the apparent successful offeror shall provide the certificate described in paragraph (c) of this provision.

(c) The certificate must contain the following:

(1) Name of the agency and the number of the solicitation in question.

(2) The name, address, telephone number, and federal taxpayer identification number of the apparent successful offeror.

(3) A description of the nature of the services rendered by or to be rendered on the instant contract.

(4) The name, address, telephone number of the client or client(s), a description of the services rendered to the previous client(s), and the name of a responsible officer or employee of the offeror who is knowledgeable about the services rendered to each client, if, in the 12 months preceding the date of the certification, services were rendered to the Government or any other client (including a foreign government or person) respecting the same subject matter of the instant solicitation, or directly relating to such subject matter. The agency and contract number under which the services were rendered must also be included, if applicable.

(5) A statement that the person who signs the certificate has made inquiry and that, to the best of his or her knowledge and belief, no actual or potential conflict of interest or unfair competitive advantage exists with respect to the advisory and assistance services to be provided in connection with the instant contract, or that any actual or potential conflict of interest or unfair competitive advantage that does or may exist with respect to the contract in question has been communicated in writing to the Contracting Officer or his or her representatives.

(6) The signature, name, employer's name, address, and telephone number of the person who signed the certificate.

(d) Failure of the offeror to provide the required certification may result in the offeror being determined ineligible for award. Misrepresentation of any fact may result in the assessment of penalties associated with false certifications or such other provisions provided for by law or regulation.

K.7 PLACE OF PERFORMANCE (FAR 52.215-6) (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ☐ intends, ☐ does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance
(Street Address, City,
State, County, Zip Code)

Name and Address of Owner
and Operator of the Plant
or Facility if Other than
Offeror or Respondent

**K.8 SMALL BUSINESS PROGRAM REPRESENTATIONS (FAR 52.219-1) (OCT 2000)
ALTERNATE I (OCT 2000)**

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is "56111 Office Administration Services." The SIC Code for this requirement which has traditionally been used is 8741.

(2) The small business size standard is (500 EMPLOYEES).

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations.* (1) The offeror represents as part of its offer that it [] is, [] is not a small business concern.

(2) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, for general statistical purposes, that it [] is, [] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it [] is, [] is not a women-owned small business concern.

(4) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it is, is not a veteran-owned small business concern.

(5) *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.]* The offeror represents as part of its offer that it is, is not a service-disabled veteran-owned small business concern.

(6) *[Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, as part of its offer, that--

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.]* Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) *Definitions.* As used in this provision--

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern--

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) *Notice.* (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section

8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

K.9 SMALL DISADVANTAGED BUSINESS STATUS (FAR 52.219-22) (OCT 1999)

(a) *General.* This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) *Representations.* (1) *General.* The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

[] (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c) (2); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

[] (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) [] *For Joint Ventures.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. *[The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]*

(c) *Penalties and Remedies.* Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

K.10 PROHIBITION OF SEGREGATED FACILITIES (FAR 52.222-21) (FEB 1999)

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

K.11 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FAR 52.222-22) (FEB 1999)

The offeror represents that--

(a) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It ☐ has, ☐ has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.12 AFFIRMATIVE ACTION COMPLIANCE (FAR 52.222-25) (APR 1984)

The offeror represents that--

(a) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.13 RECOVERED MATERIAL CERTIFICATION (FAR 52.223-4) (OCT 1997)

As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(3)(A)(i)), the offeror certifies, by signing this offer, that the percentage of recovered material to be used in the performance of the contract will be at least the amount required by the applicable contract specifications.

K.14 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (FAR 52.223-13) (OCT 2000)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: *[Check each block that is applicable.]*

☐ (i) The facility does not manufacture, process, or otherwise use any

toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

[] (ii) The facility does not have 10 or more full-time employees as specified in section 313(b) (1) (A) of EPCRA, 42 U.S.C. 11023(b) (1) (A);

[] (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

[] (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

[] (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

K.15 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (FAR 52.230-1) (JUN 2000)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c) (5) or 9903.201-2(c) (6), respectively.

I. DISCLOSURE STATEMENT -- COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice

disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed- to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

☐ (1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal Official and/or from the looseleaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____
Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____
Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable disclosure statement.

☐ (3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50

million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c) (1) or (c) (2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS -- ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a) (3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ YES ☐ NO

K.16 BUSINESS OWNERSHIP REPRESENTATION (EPAAR 1552.204-70) (JAN 2001)

The successful awardee should check one or more of the categories below that represents its business ownership and return this information to the contracting officer within ten (10) calendar days after award. Completion of this clause by the successful awardee is voluntary.

"Ownership," as used in this clause, means: (a) At least 51 percent of the concern is owned by one or more individuals from a category listed below; or, in the case of any publicly owned business, at least 51 percent of the stock of the concern is owned by one or more such individuals; and (b) The management and daily business operations of the concern are controlled by one or more such individuals.

Ethnicity

- ☐ Hispanic or Latino.
- ☐ Not Hispanic or Latino.

Race

- ☐ American Indian, Eskimo, or Aleut.
- ☐ Asian or Pacific Islander.
- ☐ Black or African American.
- ☐ White.

K.17 ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION (EPAAR 1552.209-72) (APR 1984)

The offeror ☐ is ☐ is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the offeror is aware of information bearing on whether a potential conflict may exist, the offeror shall provide a disclosure statement describing this information. (See Section L of the solicitation for further information.)

K.18 SOCIAL SECURITY NUMBERS OF CONSULTANTS AND CERTAIN SOLE PROPRIETORS AND PRIVACY ACT STATEMENT (EPAAR 1552.224-70) (APR 1984)

(a) Section 6041 of Title 26 of the U.S. Code requires EPA to file Internal Revenue Service (IRS) Form 1099 with respect to individuals who receive payments from EPA under purchase orders or contracts. Section 6109 of Title 26 of the U.S. Code authorizes collection by EPA of the social security numbers of such individuals for the purpose of filing IRS Form 1099. Social security numbers obtained for this purpose will be used by EPA for the sole purpose of filing IRS Form 1099 in compliance with Section 6041 of Title 26 of the U.S. Code.

(b) If the offeror or quoter is an individual, consultant, or sole proprietor and has no Employer Identification Number, insert the offeror's or quoter's social security number on the following line.

.....

K.19 SIGNATURE BLOCK (EP 52.299-900) (APR 1984)

I hereby certify that the responses to the above Representations, Certifications and other statements are accurate and complete.

Signature: _____

Title : _____

Date : _____

K.20 COMPLIANCE WITH VETERANS EMPLOYMENT REPORTING REQUIREMENTS (EP-S 99-1) (FEB 1999) DEVIATION

(a) The Offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e. the VETS-100 report required by the Federal Acquisition Regulation clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it has[], has not [] submitted the most recent report required by 38 U.S.C. 4212(d).

(b) An Offeror who checks "has not" may not be awarded a contract until the required reports are filed. (31 U.S.C. 1354)

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**L.1 NOTICE Listing Contract Clauses Incorporated by Reference**

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.204-6	SEP 1999	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER
52.215-1	OCT 1997	INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITION ALTERNATE I (OCT 1997)
52.237-1	APR 1984	SITE VISIT

L.2 FACILITIES CAPITAL COST OF MONEY (FAR 52.215-16) (OCT 1997)

(a) Facilities capital cost of money will be an allowable cost under the contemplated contract, if the criteria for allowability in subparagraph 31.205-10(a)(2) of the Federal Acquisition Regulation are met. One of the allowability criteria requires the prospective contractor to propose facilities capital cost of money in its offer.

(b) If the prospective Contractor does not propose this cost, the resulting contract will include the clause Waiver of Facilities Capital Cost of Money.

L.3 TYPE OF CONTRACT (FAR 52.216-1) (APR 1984) DEVIATION

The government contemplates award of a cost reimbursement LOE contract where work will be ordered through the issuance of work assignments. An Award-Term incentive will be used in conjunction with the contract(s), to reward offerors providing excellent performance with extensions to the period of performance of the contract through the exercise of additional contract options. Work assignments will be issued, at the government's discretion, as CPFF - Term; CPFF - Completion; or Firm-Fixed Price with the appropriate clauses attached for each type.

L.4 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FAR 52.222-24) (FEB 1999)

If a contract in the amount of \$10 million or more will result from this solicitation, the prospective Contractor and its known first-tier subcontractors with anticipated subcontracts of \$10 million or more shall be

subject to a preaward compliance evaluation by the Office of Federal Contract Compliance Programs (OFCCP), unless, within the preceding 24 months, OFCCP has conducted an evaluation and found the prospective Contractor and subcontractors to be in compliance with Executive Order 11246.

L.5 EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FAR 52.222-46) (FEB 1993)

(a) Recompensation of service contracts may in some cases result in lowering the compensation (salaries and fringe benefits) paid or furnished professional employees. This lowering can be detrimental in obtaining the quality of professional services needed for adequate contract performance. It is therefore in the Government's best interest that professional employees, as defined in 29 CFR 541, be properly and fairly compensated. As part of their proposals, offerors will submit a total compensation plan setting forth salaries and fringe benefits proposed for the professional employees who will work under the contract. The Government will evaluate the plan to assure that it reflects a sound management approach and understanding of the contract requirements. This evaluation will include an assessment of the offeror's ability to provide uninterrupted high-quality work. The professional compensation proposed will be considered in terms of its impact upon recruiting and retention, its realism, and its consistency with a total plan for compensation. Supporting information will include data, such as recognized national and regional compensation surveys and studies of professional, public and private organizations, used in establishing the total compensation structure.

(b) The compensation levels proposed should reflect a clear understanding of work to be performed and should indicate the capability of the proposed compensation structure to obtain and keep suitably qualified personnel to meet mission objectives. The salary rates or ranges must take into account differences in skills, the complexity of various disciplines, and professional job difficulty. Additionally, proposals envisioning compensation levels lower than those of predecessor contractors for the same work will be evaluated on the basis of maintaining program continuity, uninterrupted high-quality work, and availability of required competent professional service employees. Offerors are cautioned that lowered compensation for essentially the same professional work may indicate lack of sound management judgment and lack of understanding of the requirement.

(c) The Government is concerned with the quality and stability of the work force to be employed on this contract. Professional compensation that is unrealistically low or not in reasonable relationship to the various job categories, since it may impair the Contractor's ability to attract and retain competent professional service employees, may be viewed as evidence of failure to comprehend the complexity of the contract requirements.

(d) Failure to comply with these provisions may constitute sufficient cause to justify rejection of a proposal.

L.6 SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER (FAR 52.232-38) (MAY 1999)

The offeror shall provide, with its offer, the following information that

is required to make payment by electronic funds transfer (EFT) under any contract that results from this solicitation. This submission satisfies the requirement to provide EFT information under paragraphs (b)(1) and (j) of the clause at 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration.

(1) The solicitation number (or other procurement identification number).

(2) The offeror's name and remittance address, as stated in the offer.

(3) The signature (manual or electronic, as appropriate), title, and telephone number of the offeror's official authorized to provide this information.

(4) The name, address, and 9-digit Routing Transit Number of the offeror's financial agent.

(5) The offeror's account number and the type of account (checking, savings, or lockbox).

(6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the offeror's financial agent.

(7) If applicable, the offeror shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the offeror's financial agent is not directly on-line to the Fedwire and, therefore, not the receiver of the wire transfer payment.

L.7 SERVICE OF PROTEST (FAR 52.233-2) (AUG 1996)

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgement of receipt from:

Mr. Mario P. Chaple

Hand-Carried Address:

Room 61127
Environmental Protection Agency
1300 Pennsylvania Avenue, N.W.
Washington, DC 20004

Mailing Address:

Mail Code 3805R
Environmental Protection Agency
1200 Pennsylvania Avenue, N.W.
Washington, DC 20460

(b) The copy of any protest shall be received in the office designated above

within one day of filing a protest with the GAO.

**L.8 IDENTIFICATION OF UNCOMPENSATED OVERTIME (FAR 52.237-10) (OCT 1997)
DEVIATION**

(a) *Definitions.* As used in the provision--

Uncompensated overtime means the hours worked without additional compensation in excess of an average of 40 hours per week by direct charge employees who are exempt from the Fair Labor Standards Act. Compensated personal absences such as holidays, vacations, and sick leave shall be included in the normal work week for purposes of computing uncompensated overtime hours.

Uncompensated overtime rate is the rate that results from multiplying the hourly rate for a 40-hour work week by 40, and then dividing by the proposed hours per week. For example, 45 hours proposed on a 40-hour work week basis at \$20 per hour would be converted to an uncompensated overtime rate of \$17.78 per hour (\$20.00 x40 divided by 45=\$17.78).

(b) For any proposed hours against which an uncompensated overtime rate is applied, the offeror shall identify in its proposal the hours in excess of an average of 40 hours per week, by labor category at the same level of detail as compensated hours, and the uncompensated overtime rate per hour, whether at the prime or subcontract level. This includes uncompensated overtime hours that are in indirect cost pools for personnel whose regular hours are normally charged direct.

(c) The offeror's accounting practices used to estimate uncompensated overtime must be consistent with its cost accounting practices used to accumulate and report uncompensated overtime hours.

(d) Proposals that include unrealistically low labor rates, or that do not otherwise demonstrate cost realism, will be considered in a risk assessment and will be evaluated for award in accordance with that assessment.

(e) The offeror shall include a copy of its policy addressing uncompensated overtime with its proposal.

L.9 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.epa.gov/oam/srpod>

L.10 AUTHORIZED DEVIATIONS IN PROVISIONS (FAR 52.252-5) (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "DEVIATION" after the date of the provision.

(b) The use in this solicitation of any Environmental Protection Agency (48 CFR Chapter 15) provision with an authorized deviation is indicated by the addition of "DEVIATION" after the name of the regulation.

L.11 ORGANIZATIONAL CONFLICT OF INTEREST NOTIFICATION (EPAAR 1552.209-70) (APR 1984)

(a) The prospective Contractor certifies, to the best of its knowledge and belief, that it is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the prospective Contractor cannot so certify, it shall provide a disclosure statement in its proposal which describes all relevant information concerning any past, present, or planned interests bearing on whether it (including its chief executives and directors, or any proposed consultant or subcontractor) may have a potential organizational conflict of interest.

(b) Prospective Contractors should refer to FAR Subpart 9.5 and EPAAR Part 1509 for policies and procedures for avoiding, neutralizing, or mitigating organizational conflicts of interest.

(c) If the Contracting Officer determines that a potential conflict exists, the prospective Contractor shall not receive an award unless the conflict can be avoided or otherwise resolved through the inclusion of a special contract clause or other appropriate means. The terms of any special clause are subject to negotiation.

L.12 USE OF DOUBLE-SIDED COPYING IN SUBMISSION OF PROPOSALS (EP 52.210-155) (JUL 1990)

(a) For the purpose of this clause, "double sided copying" means copying two one-sided originals on to the front and back side of one sheet of paper.

(b) Unless otherwise directed by the Contracting Officer, offerors shall use double-sided copying to reproduce all bids or proposals in response to this solicitation.

L.13 PROPOSED CONTRACT START DATE--LEVEL OF EFFORT CONTRACT (EP 52.212-180) (AUG 1984)

For proposal preparation purposes, offerors may assume a contract start date of October 1, 2002, and that the required effort will be uniformly incurred throughout each contract period.

L.14 OSRE-2 SPECIFIC INSTRUCTIONS FOR THE PREPARATION OF THE TECHNICAL

PROPOSALS

I. Statement of Relative Importance of Factors: The Government will make award to the responsible offeror(s) whose offer conforms to the solicitation and is most advantageous to the Government cost or other factors considered. For this requirement, all evaluation factors other than cost or price when combined are significantly more important than cost or price.

II. Non-Cost Evaluation Factors: Proposals will be evaluated based on the information presented in the oral presentations and written proposals. Such information will demonstrate the offeror's qualifications in regard to the evaluation factors set forth below. The subjects addressed during the oral presentation will be evaluated as set forth in Section M.

		Weight by Factor	Total Weight
Factor 1	Technical Expertise (written)	1.5	5.5
	Subfactor: Sample Work Assignments (oral)	1.5	
	Subfactor: Technical Questions (oral)	1.5	
	Subfactor: Key and Non-Key Personnel (written)	1.0	
Factor 2	Management Approach and Experience (oral)	1.5	2.0
	Subfactor: Small and Disadvantaged (written) Businesses*	.5	
(Reference Clause L.24 for additional information)*			
Factor 3	Past Performance (written)		1.5
Factor 4	Corporate Experience (oral)		1.0

Past Performance will be evaluated in accordance with the questions and rating criteria cited in the Past Performance Questionnaire (see Section J, Attachment 1.

III. Oral Proposal Instructions

A. General: Offerors shall demonstrate their technical knowledge concerning the SOW, evaluation criteria, and approach to addressing the issues identified in the two (2) sample work assignments (all offerors will be given the same sample work assignments) as well as the technical questions. The sample work assignments will be given to offerors 1 week in advance of their oral presentation. The purpose of the sample work assignments is for the offerors to demonstrate their understanding of the SOW and corporate technical expertise relevant to the SOW.

Offerors shall use the oral presentation to demonstrate their understanding, approach, and allocation of resources so the Government can evaluate their capability to perform the services required by the SOW. Each offeror shall describe how it plans to meet the contract requirements and demonstrate how it will successfully complete the tasks set forth in the SOW. The offeror shall describe its approach to forming teams, using subcontractors/ consultants, and managing the work as work assignments are issued.

- B. Schedule for Presentations: Presentations will be scheduled with offerors who submit offers which comply with the requirements of this solicitation, as soon as possible after the closing date for receipt of proposals. The offers to be considered are those which include all items requested throughout the solicitation including, but not limited to: All items set forth under the Written Technical Proposal; the items set forth under the Determination of Responsibility section, and the items set forth under the other Written Documentation section including all requested portions of the Cost Proposal.

All eligible offerors will receive notification by telephone of their scheduled presentation date and time, which will be confirmed in writing. The presentations will be scheduled as closely together as possible. Once notified of their scheduled presentation date and time, offerors shall complete their presentations on the scheduled date and time. Requests from offerors to reschedule their presentations will not be entertained absent compelling reasons, and no rescheduling of the presentations will be allowed unless determined necessary by the Government to resolve unanticipated problems or delays encountered in the presentation process. The Government will randomly determine the order of presentations.

- C. Place for Presentations: The Government will determine the place for presentations within 150 miles of the Washington Metropolitan area in a facility to be determined. Presentations shall be performed in person by the offeror.
- D. Videotaping: The Government will videotape the oral proposals for documentation purposes. Offerors will be provided a copy of their videotaped presentations upon a written request to the contracting officer after contract award. Submission of videotapes or other forms of media containing the presentations are not authorized and such technical proposals shall be rejected.
- E. Presentation Format: Oral presentations shall be made by the key personnel whom the offeror will employ to manage or supervise the contract performance. The individual who will have day-to-day operational responsibility for contract performance shall be present and shall, at a minimum answer questions directed to him/her during the sample work assignment session. An offeror shall send no more than six persons to the presentations, 3 of whom must be the proposed key personnel. Offerors will make their presentations to the EPA selection officials.

1. The Government will give each offeror a maximum of two hours, fifteen minutes for oral presentations. The time allotted for clarifications and/or break are not included in this schedule and may vary depending upon Government need and the types of clarifications that may arise.

15 minutes	Introduction of offeror's personnel, company, and demonstration of offeror's corporate experience and management approach.
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One hour Response to the two sample work assignments

Break

One Hour Preparation/Responses to the technical questions

Clarification Period (if any)

Sample Work Assignments: offerors shall demonstrate their technical knowledge and understanding of the SOW in presenting their approach to the two sample work assignments. Each offeror will be given the same two sample work assignments 1 week prior to its presentation date. The two sample work assignments will not be included as part of this RFP. The presentation shall address:

- a. Major issues identified concerning the work assignments
- b. Major milestones/activities associated with the SOW tasks and sub-tasks
- c. Estimated time frames/schedules to complete these major milestones or activities;
- d. Decision points and responsible parties making the decision(s)
- e. Contractor actions, EPA actions, actions by other parties;
- f. Potential problems or bottlenecks to project completion and proposed solutions
- g. Personnel assigned to each work assignment and why; subcontractors/team contractors and/or consultants used
- h. Innovative approach to performing the task

Technical Questions: For the second part of the presentation, offerors will be given a series of technical questions relating to scenarios or other areas of the solicitation. Responses to these questions shall demonstrate knowledge of all aspects of the SOW including acquisition and management of supporting information and evidence, elements of liability, applicable case law and statutes, and related program implementation issues. All offerors will be given the same questions and each question is of equal importance. The Government will present the offerors a brief overview of the questions. Offerors will then have a period not-to-extend thirty (30) minutes to prepare the response.

Offerors are not allowed any reference materials (i.e., files, COMPUTERS, books, models, etc), outside contact, or assistance (telephone, internet, fax, etc.) in the preparation of these responses. A copy of any material used for this portion of the presentation shall be provided to the TEP (i.e., copies of slides, flip-charts.) for documentation purposes. Offerors will have a period not-to-extend thirty-(30) minutes in which to present responses.

2. Clarifications: The government may request clarification of any points addressed which are unclear and may ask for explanation or substantiation by the offeror on any point which was not adequately supported in the presentation. Any such interchange between the offeror and the government will be for the sole purpose of clarification only, and will not constitute discussions within the meaning of FAR 15.306(a)(2).

The government intends to award a contract without discussions. If the government determines that discussions and revisions to the offerors' proposal are necessary, the offeror will only be allowed to make revisions to its written and/or cost portions of the proposal. The offeror will not be allowed to revise any of the answers given by the offeror's team during its oral presentation. No cost or pricing information shall be included in the oral presentation.

3. Equipment and Facilities: Offerors shall be limited to no more than 20 briefing charts for the entire three and one half hour presentation. The briefing charts shall consist of black on clear transparencies (without borders or background design, logos, or figures) for use on an overhead projector. EPA will not provide the overhead projector or viewing screen. No other form of presentation media is permitted, i.e., computer generated, video, etc. Briefing charts should highlight information in the presentations, not provide a narrative of the briefing content. Briefing charts do not become part of the technical proposal. Offerors are responsible for providing a person to flip the overhead charts, if it will not be done by the briefer. The presenters may use name plates to identify themselves if desired, and the name plates will not count against the 20 chart limit. Offerors will also be allowed to write on a flip chart during the oral presentations to illustrate their points. EPA will not provide the flip chart, flip chart paper, or black pen marker. Flip chart pages used during the oral presentation are not subject to the 50 page written proposal limit. The charts will also not become a part of the technical proposal.

Responses to the questions must be oral, but the team will have access to the flip chart during preparation, and may use the flip chart (again, black on white background) during the presentation as a visual aid.

IV. INSTRUCTIONS FOR THE PREPARATION OF THE WRITTEN PROPOSAL PACKAGE

Submit the proposal for cost/pricing details as a separate part of the total proposal package. Omit all cost or pricing details from the other than cost proposal.

You are advised to closely read the technical proposal instructions and evaluation criteria before preparing a technical proposal. The technical proposal will consist of two parts: (1) a written technical proposal, (2) an oral presentation to the government. The following provisions provide further details regarding the written proposal.

The written technical proposal shall not exceed a total length of **50 pages** (one page is equivalent to 8 ½ by 11 inches wide, with a margin not less than one inch on all sides, and with a font size of not less than 11. Items that

are subject to the page limitation are indicated below. A double sided page counts as two pages. Foldout pages shall not exceed 11" x 17" and shall count as two - (2) pages toward the overall limitation. In the event the technical proposal exceeds the specified page limit, excess pages will be removed and will not be considered in the proposals evaluation.

The written technical proposal that is subject to the 50 page count limitation includes:

- The written technical proposal supplementing the specific evaluation factors requested in the solicitation.
- A narrative discussing proposed personnel. Resumes shall be included for all key personnel. This section shall describe the experience and qualifications of the proposed personnel to perform the requirements of the solicitation, and address the availability and continuity of staff (retention and recruiting).
- The Utilization of Small Business and Small Disadvantaged Business Concerns, including the subcontracting plan (included in the specific evaluation factors as cited)
- Past Performance references

Items requested under the Written Documentation or Responsibility Determination are not subject to the page limitation. These items will not be scored by the Technical Evaluation Panel (TEP) during its evaluation process.

A. Written Documentation

The offeror shall submit the following in writing to the contracting officer prior to the date and time listed in block 9 of the Standard Form (SF) 33.

- (1) SF 33, Solicitation, Offer, and Award, with blocks 12 through 18 completed by the offeror;
- (2) Section K, Representation, Certifications, and other Statements of Offeror, completed by the offeror;
- (3) Past performance information as described in EP 52.215-105.
- (4) Information 52.219-145.
- (5) Cost and price information (to be submitted under separate cover; all cost or pricing data must be OMITTED from the written technical proposal;
- (6) Any exceptions, deviations or conditional assumptions to the term and conditions of the RFP. Exceptions, deviations or conditional assumptions may render your proposal ineligible for award without discussions.

B. Additional Written Documentation Required for the Government's Responsibility Determination

The offeror shall submit the following written documents which are described elsewhere in this solicitation, with its written proposal;

- (1) Organizational Conflict of Interest Plan
- (2) Quality Assurance Plan (FAR 52.246-11)
- (3) Subcontracting Program Plan for Utilization of Small Business and Small Disadvantaged Business Concerns (This IS included as part of the 50 page limit on the written technical proposal) (EP 52.219-125).
- (4) Confidential Business Information Plan
- (5) The offeror shall identify the physical location of prime/team subcontractor office(s) supporting OSRE-2.
- (6) The offeror shall identify the physical location of designated key personnel supporting OSRE-2.

I.15 GENERAL COST PROPOSAL INSTRUCTIONS

I. GENERAL

The offeror shall prepare and submit cost or pricing information data and supporting attachments in accordance with Table 15-2 of FAR 15.408. In addition to a hard copy of the information, to expedite review of the proposal, submit a 3.5" high density IBM-compatible formatted computer disk containing the financial data required, if this information is available using a commercial spreadsheet program on a personal computer. Submit this information using LOTUS 1-2-3, if available. Identify which version of LOTUS used. If the offeror used another spreadsheet program, indicate the software program used to create this information. Offerors should include the formulas and factors used in calculating the financial data. Although submission of a computer disk will expedite review, failure to submit a disk will not affect consideration of the proposal.

(1) General--Submit cost or pricing information prepared in accordance with FAR Table 15-2, Instructions for Submitting Cost/Price Proposals When Cost or Pricing Information Are Required and the following:

(i) Clearly identify separate cost or pricing information associated with any:

(A) Options to extend the term of the contract;

(B) Options for the Government to order incremental quantities; and/or

(C) Major tasks, if required by the special instructions.

(ii) If the contract schedule includes a "Fixed Rate for Services" clause, please provide in the cost proposal a schedule duplicating the format in the clause and include proposed fixed hourly rates per labor category for the base and any optional contract periods.

(iii) If the contract includes the clause at EPAAR 1552.232-73 "Payments--Fixed-Rate Services Contract," or the clause at FAR 52.232-7, "Payments Under Time and Materials and Labor-Hour Contracts," include in the cost proposal the estimated costs and burden rate to be applied to materials, other direct costs, or subcontracts. The Government will include these costs as part of its cost proposal evaluation.

(iv) If other divisions, subsidiaries, a parent or affiliated companies will perform work, provide the name and location of such affiliate and offeror's intercompany pricing policy. Separately identify costs and supporting data for each entity proposed.

(v) The realism of costs, including personnel compensation rates (including effective hourly rates due to uncompensated overtime) will be part of the proposal evaluation. Any reductions to proposed costs or differences between proposed and known EPA/DCAA recommended rates must be fully explained. If an offeror makes a reduction which makes its offer or portions of its offer below anticipated costs, the offeror shall identify where (i.e., which elements of costs) the proposed reductions will be made. Unsubstantiated rates may result in an upward or downward adjustment of the cost proposals to reflect more realistic costs. Based on this analysis, a projected cost for the offeror will be calculated to reflect the Government's estimate of the offeror's probable costs. Any inconsistency, whether real or apparent, between the promised performance and cost or price should be explained. The burden of proof for cost credibility rests with the offeror.

(2) Direct Labor.

(i) The direct technical labor hours (level-of-effort) appearing in the solicitation are for professional and technical labor only. These hours do not include management at a level higher than project management, e.g., corporate and day-to-day management, nor do they include clerical and support staff at a level lower than technician. If it is the offeror's normal practice to charge these types of costs as direct costs, include these costs along with an estimate of the directly chargeable labor-hours for these personnel. These direct charges are to be shown separately from the technical (level-of-effort) effort. If this type of effort is normally included in the offeror's indirect cost allocations, no estimate is required, but direct charging of these on any resulting contract will not be allowed. Additionally the direct technical labor hours are the workable hours required by the Government and do not include release time (i.e., holidays, vacation, etc.) Submit the proposal utilizing the labor categories and distribution of the level-of-effort specified in the solicitation. These are approximate distribution levels and do not necessarily represent the actual levels which may be experienced during contract performance.

(ii) Explain the basis of the proposed labor rates, including a complete justification for all judgmental factors used to develop weights applied to company's category or individual rates that comprise the rates for labor categories specified in the solicitation. This explanation should describe how technical approach coincides with the proposed costs. If the proposed direct labor rates are based on an average of the individuals proposed to work on the contract, provide a list of the individuals proposed and the hours associated with each individual in deriving the rates. If the proposed direct labor rates are based on an average of company category rates, identify and describe the labor categories and the percentages associated with each category in deriving the rates, explaining in detail the basis for the percentages assigned.

(iii) Describe for each labor category proposed, the company's qualifications and experience requirements. If individual rates are used, provide the employee's name. If specific individuals are identified in the

technical proposal, correlate these individuals with the labor categories specified in the solicitation.

(iv) Provide a matrix summarizing the effort proposed, including the subcontracts.

(v) Indicate whether current rates or escalated rates are used. If escalation is included, state the degree (percent) and methodology. The methodology shall include the effective date of the base rates and the policy on salary reviews (e.g. anniversary date of employee or salary reviews for all employees on a specific date).

(vi) State whether any additional direct labor (new hire or temporary hires) will be required during the performance period of this acquisition. If so, state the number required, job discipline and the methodology used to estimate proposed labor rates.

(vii) With respect to educational institutions, include the following information for those professional staff members whose salary is expected to be covered by a stipulated salary support agreement pursuant to OMB Circular A-21.

(A) Individual's name;

(B) Annual salary and the period for which the salary is applicable;

(C) List of other research Projects or proposals for which salaries are allocated, and the proportionate time charged to each; and

(D) Other duties, such as teaching assignments, administrative assignments, and other institutional activities. Show the proportionate time charged to each. (Show proportionate time charges as a percentage of 100% of time for the entire academic year, exclusive of vacation or sabbatical leave.)

(3) Indirect costs (fringe, overhead, general, and administrative expenses).

(i) If the rates have been recently approved, include a copy of the rate agreement. If the agreement does not cover the projected performance period of the proposed effort, provide the rationale and any estimated rate calculations for the proposed performance period.

(ii) Submit supporting documentation for rates which have not been approved or audited. Indicate whether computations are based upon historical or projected data.

(iii) Provide actual pool expenses, base dollars, or hours (as applicable for the past five years). Include the actual indirect rates for the past five years including the indirect rates proposed, the actual indirect rates experienced and, if available, the final negotiated rate. Indicate the amount of unallowable costs included in the historical data.

(iv) Offerors who propose indirect rates for new or substantially reorganized cost centers should consider offering to accept ceilings on the indirect rates at the proposed rates. Similarly, offerors whose subcontractors

propose indirect rates for new or substantially reorganized cost centers should likewise consider offering to accept ceilings on the subcontractors' indirect rates at the proposed rates.

Note to paragraph (b) (3) (iv): The Government reserves the right to adjust an offeror's or its subcontractor's estimated indirect costs for evaluation purposes based on the **Agency's** judgment of the most probable costs up to the amount of any stated ceiling.

(v) If the employees are subject to the Service Contract Act or Davis Bacon Act, employees must receive the minimum level of benefits stated in the applicable Wage Determination.

(4) Travel expense.

(i) If the solicitation specifies the amount of travel costs, this amount is exclusive of any applicable indirect costs and fee.

(ii) If the solicitation does not specify the amount of travel costs, attach a schedule illustrating how travel was computed. Include a breakdown indicating number of trips, number of travelers, destinations from and to, purpose and cost, e.g., mileage, transportation costs, subsistence rates.

(5) Equipment, facilities and special equipment, including tooling.

(i) If direct charges for use of existing contractor equipment are proposed, provide a description of these items, including estimated usage hours, rates, and total costs.

(ii) If equipment purchases are proposed, provide a description of these items, and a justification as to why the Government should furnish the equipment or allow its purchase with contract funds. (Unless specified elsewhere in this solicitation, FAR 45.302-1 requires contractors to furnish all facilities in performance of contracts with certain limited exceptions.)

(iii) Identify Government-owned property in the possession of the offeror or proposed to be used in the performance of the contract, and the Government **agency** which has cognizance over the property.

(iv) Submit proposed rates or use charges for equipment, along with documentation to support those rates.

(v) If special purposes facilities or equipment are being proposed, provide a description of these items, details for the proposed costs including competitive prices, and justification as to why the Government should furnish the equipment or allow its purchase with contract funds.

(vi) If fabrication by the prime contractor is contemplated, include details of material, labor, and overhead.

(6) Other Direct Costs (ODC).

(i) If the solicitation specifies the amount of other direct costs, this amount is exclusive of any applicable indirect cost and fee.

(ii) If the amount is not specified in the solicitation, attach a schedule detailing how other direct costs were computed. Identify the major ODC items that under the accounting system would be a direct charge on any resulting contract.

(iii) If any of the cost elements identified as part of the specified other direct costs are recovered as an indirect cost, in accordance with the offeror's accounting system, those costs should not be included as a direct cost. Complete explanation of this adjustment and the contractor's practice should be provided.

(iv) Provide historical other direct costs dollars per level of effort hour on similar contracts or work assignments.

(7) Team Subcontracts. When the cost of a subcontract is substantial (5 percent of the total estimated contract dollar value or \$100,000, whichever is less), the offeror shall include the following subcontractor information:

(i) Provide details of subcontract costs in the same format as the prime contractor's costs. This detailed information may be provided separately to the EPA if the subcontractor does not wish to provide this data to the prime contractor. Cost data provided separately by a contractor must be received by the time, date and at the location specified for the receipt of proposals. The subcontractor's package should be clearly marked with the RFP number, the name of the prime offeror, and a statement that the package is subcontractor data relevant to the proposal from the prime offeror. If submitted with the prime contractor's proposal, identify the subcontractors. State the amount of service estimated to be required and the quoted daily or hourly rate. Offerors are encouraged to provide letters of intent, signed by subcontractors, agreeing to a specified rate for life of the contract. Include a cost or price analysis of the subcontractor cost showing the reasons why the costs are considered reasonable;

(ii) Describe how the prospective team subcontractors were chosen as part of the offeror's proposed team; and rationale for selection;

(iii) Describe the necessity for the subcontractor's effort as either a supplement or complement to the offeror's in-house expertise;

(iv) Identify the areas of the scope of work and the level of effort the subcontractors are anticipated to perform. Provide a reconciliation summary of the proposed hours and ODCs for the prime contractor and proposed subcontractor(s).

(v) Describe the prime contractor's management structure and internal controls to ensure efficient and quality performance of team subcontractors.

(8) Facilities Capital Cost of Money (FCCM). When an offeror elects to claim FCCM as an allowable cost, the offeror must submit Form CASB-CNF and show calculation of the proposed amount. FCCM will be an allowable cost under the contemplated contract, if the criteria for allowability at FAR 31.205-10(a) (2) are met.

L.16 PAST PERFORMANCE INFORMATION (EPAAR 1552.215-75) (OCT 2000)

(a) Offerors shall submit the information requested below as part of their proposal for both the offeror and any proposed subcontractors for subcontracts expected to exceed \$500,000. The information may be submitted prior to other parts of the proposal in order to assist the Government in reducing the evaluation period.

(b) Offerors shall submit a list of all or at least 3 contracts and subcontracts completed in the last 3 years, and all contracts and subcontracts currently in process, which are similar in size, scope, expected dollar value, and complexity to this requirement.

(1) The contracts and subcontracts listed may include those entered into with Federal, State and local governments, and commercial businesses, which are of similar scope, magnitude, relevance, and complexity to the requirement which is described in the RFP. Include the following information for each contract and subcontract listed:

- (a) Name of contracting activity.
- (b) Contract number.
- (c) Contract title.
- (d) Contract type.
- (e) Brief description of contract or subcontract and relevance to this requirement.
- (f) Total contract value.
- (g) Period of performance.
- (h) Contracting officer, telephone number, and E-mail address (if available).
- (i) Program manager/project officer, telephone number, and E-mail address (if available).
- (j) Administrative Contracting officer, if different from (h) above, telephone number, and E-mail address (if available).
- (k) List of subcontractors (if applicable).
- (l) Compliance with subcontracting plan goals for small disadvantaged business concerns, monetary targets for small disadvantaged business participation, and the notifications submitted under FAR 19.1202-4 (b), if applicable.

(c) Offerors should not provide general information on their performance on the identified contracts and subcontracts. General performance information will be obtained from the references.

(1) Offerors may provide information on problems encountered and corrective actions taken on the identified contracts and subcontracts.

(2) References that may be contacted by the Government include the contracting officer, program manager/project officer, or the administrative contracting officer identified above.

(3) If no response is received from a reference, the Government will make an attempt to contact another reference identified by the offeror, to contact a reference not identified by the offeror, or to complete the evaluation with those references who responded. The Government shall consider the information provided by the references, and may also consider information

obtained from other sources, when evaluating an offeror's past performance.

(4) Attempts to obtain responses from references will generally not go beyond two telephonic messages and/or written requests from the Government, unless otherwise stated in the solicitation. The Government is not obligated to contact all of the references identified by the offeror.

(d) If negative feedback is received from an offeror's reference, the Government will compare the negative response to the responses from the offeror's other references to note differences. A score will be assigned appropriately to the offeror based on the information. The offeror will be given the opportunity to address adverse past performance information obtained from references on which the offeror has not had a previous opportunity to comment, if that information makes a difference in the Government's decision to include the offeror in or exclude the offeror from the competitive range. Any past performance deficiency or significant weakness will be discussed with offerors in the competitive range during discussions.

(e) Offerors must send Client Authorization Letters (see Section J of the solicitation) to each reference listed in their proposal to assist in the timely processing of the past performance evaluation. Offerors are encouraged to consolidate requests whenever possible (i.e., if the same reference has several contracts, send that reference a single notice citing all applicable contracts). Offerors may send Client Authorization Letters electronically to references with copies forwarded to the contracting officer.

(1) If an offeror has no relevant past performance history, an offeror must affirmatively state that it possesses no relevant past performance history.

(2) Client Authorization Letters should be mailed or E-mailed to individual references no later than five (5) working days after proposal submission. The offeror should forward a copy of the Client Authorization Letter to the contracting officer simultaneously with mailing to references.

(f) Each offeror may describe any quality awards or certifications that indicate the offeror possesses a high-quality process for developing and producing the product or service required. Such awards or certifications include, for example, the Malcolm Baldrige Quality Award, other Government quality awards, and private sector awards or certifications.

(1) Identify the segment of the company (one division or the entire company) which received the award or certification.

(2) Describe when the award or certification was bestowed. If the award or certification is over three years old, present evidence that the qualifications still apply.

(g) Past performance information will be used for both responsibility determinations and as an evaluation factor for award. The Past Performance Questionnaire identified in section J will be used to collect information on an offeror's performance under existing and prior contracts/subcontracts for products or services similar in scope, magnitude, relevance, and complexity to this requirement in order to evaluate offerors consistent with the past performance evaluation factor set forth in section M. References other than

those identified by the offeror may be contacted by the Government and used in the evaluation of the offeror's past performance.

(h) Any information collected concerning an offeror's past performance will be maintained in the official contract file.

(i) In accordance with FAR 15.305 (a) (2) (iv), offerors with no relevant past performance history, or for whom information on past performance is not available, will be evaluated neither favorably nor unfavorably on past performance.

L.17 OSRE-2 SPECIFIC COST PROPOSAL INSTRUCTIONS

Contract Structure: The government proposes to award a contract(s) for a potential period of performance of 10 years. There will be a three year base period of performance, and two potential option periods broken out as shown below.

Base Months 1 -36	Base Quantity	15,000	Hours
Option I, Months 37-84	Base Quantity	22,000	Hours
Option II, Months 85-120	Base Quantity	15,000	Hours

Award Term: The period of performance of this contract is dependent upon contractor performance. Refer to Clauses Award Term Option Incentive Guidance and Award Term Option Incentive Plan for information on Award Term.

Pricing Assumption: For pricing evaluation purposes, offerors shall assume that the hours will be incurred evenly throughout the period of performance. An example of this would be in Option II, the base quantity hours shall be priced at 5,000 for months 85 through 96, and 5,000 for months 97 through 108, etc.

Options: There will be an additional maximum possible 88 options of 2,000 hours available which could be exercised at any time during the potential ten (10) year period of performance of this contract. For evaluation purposes only, the government will evaluate options at the year 5 rate. Refer to Model II(b) (2) (Option LOE 176,000 hours).

Contract Capacity: The government may award two (2) contracts for this requirement. Both contracts will be priced and evaluated for the maximum hours per contract of 228,000. If both offerors perform well and options are exercised, the maximum per contract may not exceed 136,000 hours (LOE cost reimbursable base, option hours and firm-fixed price pool hours included).

Allotment of Effort by Task: For proposal purposes offerors shall assume that the effort on this requirement will be incurred evenly throughout the period of performance. The offeror shall allocate personnel resources and price the same using the LOE percentages given by SOW task below.

Task 1	Program Planning/Evaluation Analysis	25.9%
Task 2	Program and Information Management Systems	14.8%
Task 3	General Management Support	13.6%
Task 4	Policy, Regulations, and Guidance Support	12.9%

Task 5	Training/Conference/and Meeting Support	11%
Task 6	Negotiations & Settlement	6%
Task 7	Cost Recovery and PRP	4.8%
Task 8	General Compliance & Enforcement Support	2%
Task 9	Alternative Dispute Resolution (ADR)	5%
Task 10	State Program Support	2%
Task 11	Economic and Cost Analysis	.5%
Task 12	Community Based Environment & Environmental Justice	1%
Task 13	Records Management	.5%

ODC Pool: All ODCs for this contract will be exercised independently of labor hours. For ease of administration, fee will not be paid on the ODC options. Offeror(s) may choose to propose additional ODCs other than the amounts shown, but these amounts must be adequately supported in the cost proposal and will become contract ceilings upon award.

Cost Reimbursement - Completion Pool: Do not adjust cost reimbursement models into term versus completion forms in the cost proposal. The government will allocate 40% of the proposed cost to term type work assignments and 60% to completion type work assignments.

Fixed Fixed Price Pool: The amount given for the Firm Fixed Price Pool is a target contract cost for proposal purposes and includes all ODC and fee. For information purposes, the government expects that no more than 34,000 hours of labor will be fixed price under the contract.

Work Assignments: All work under this contract will be issued through work assignments. These work assignments will be firm fixed price, cost-plus-fixed-fee (term), or cost-plus-fixed-fee (completion).

Alternative Dispute Resolution (ADR): For information purposes, offerors shall clearly identify where ADR personnel are to be included in the cost proposal, ie., consultants, direct labor, etc.

Fee: Offerors are instructed that the government will not pay fee directly for any ODCs. Offerors are strongly advised to consider this when developing their fee structure for the LOE hours.

COST MODEL - SUMMARY SHEET

CONTRACTOR NAME: _____

RFP #: HQ-00-11694

Total Proposed Cost - Base & All Options (Including ODC options)

Cost Category

LOE LOE 228,000 (Base & All Options Yr-1-10)
(Source - Cost Model III)Direct Labor
Fringe(if applicable)
Overhead
G&A
FeeODCs 88 Options (Years 1 through 10)
(Source - Cost Model IV)Travel \$ 44,455
Non-Team Subcontractors \$ 393,423
Other ODCs \$ 617,919
G&A on ODCs (if applicable) TBD

Total \$Sum of all ODCs & applicable G&A

**Firm Fixed Price Pool (FFP)
(Source - Government Estimate)

Total \$2,500,000

**The FFP Pool represents the government's target costs (including fee) for proposal purposes for all firm fixed priced work assignments that may be issued to the offeror under this contract.

Total Contract Cost: \$

II .(a) COST MODEL - SUMMARY BASE PERIOD, BASE QUANTITIES - Contract
Years 1,2, and 3 (Months 1-36)

CONTRACTOR NAME: _____

RFP #: HQ-00-11694

	HOURS	TOTAL COSTS
	15,000	
Direct Labor		
Key Personnel		
(List labor categories)		
Non-Key Personnel		
(List labor categories)		
Total Professional LOE		
Administrative/Clerical/Other Hours (if applicable)		
Total Direct Labor		
Fringe (if applicable)		
Overhead (if applicable)		
G&A (if applicable)		
Fee		
Total Base Quantity, Base Period		

(a) (1) COST MODEL - BASE PERIOD, BASE QUANTITIES - Contract Year 1
(Months 1-12)

CONTRACTOR NAME: _____

RFP #: HQ-00-11694

	Hours Yr 1	Rates	Total Yr 1
	5,000	\$	\$
Direct Labor			
Key Personnel			
(List labor categories)			
Non-Key Personnel			
(List labor categories)			
Total Professional LOE			
Administrative/Clerical/Other Hours (if applicable)			
Total Direct Labor			
Fringe (if applicable)			
Overhead (if applicable)			
G&A (if applicable)			
Fee			
Total Base Quantity			

LOE Labor Hour Option Increment: 2,000 Hours

Each 2,000 Hour Increment will be 2/5th of the base quantity's total cost for Year 1.

Year 1: Cost

Fee

Total estimated cost plus fee per LOE Option Increment:

(a) (2) COST MODEL - BASE PERIOD, BASE QUANTITIES - Contract Year 2
(Months 13-24)

CONTRACTOR NAME: _____

RFP #: HQ-00-11694

	Hours Yr 2	Rates	Total Yr 2
	5,000	\$	\$
Direct Labor			
Key Personnel			
(List labor categories)			
Non-Key Personnel			
(List labor categories)			
Total Professional LOE			
Administrative/Clerical/Other Hours (if applicable)			
Total Direct Labor			
Fringe (if applicable)			
Overhead (if applicable)			
G&A (if applicable)			
Fee			
Total Base Quantity			

LOE Labor Hour Option Increment: 2,000 Hours

Each 2,000 Hour Increment will be 2/5th of the base quantity's total cost for Year 2.

Year 2: Cost

Fee

Total estimated cost plus fee per LOE Option Increment:

(a) (3) COST MODEL - BASE PERIOD, BASE QUANTITIES - Contract Year 3
(Months 25-36)

CONTRACTOR NAME: _____

RFP #: HQ-00-11694

	Hours Yr 3	Rates	Total Yr 3
	5,000	\$	\$
Direct Labor			
Key Personnel			
(List labor categories)			
Non-Key Personnel			
(List labor categories)			
Total Professional LOE			
Administrative/Clerical/Other Hours (if applicable)			
Total Direct Labor			
Fringe (if applicable)			
Overhead (if applicable)			
G&A (if applicable)			
Fee			
Total Base Quantity			

LOE Labor Hour Option Increment: 2,000 Hours

Each 2,000 Hour Increment will be 2/5th of the base quantity's total cost for Year 3.

Year 3: Cost

Fee

Total estimated cost plus fee per LOE Option Increment:

II. (b) COST MODEL - BASE QUANTITIES - Option Period I, Years 4,5,6, and 7
(Months 37-84)

CONTRACTOR NAME: _____

RFP #: HQ-00-11694

	HOURS	TOTAL COSTS
	22,000	
Direct Labor		
Key Personnel		
(List labor categories)		
Non-Key Personnel		

(List labor categories)
 Total Professional LOE
 Administrative/Clerical/Other Hours (if applicable)
 Total Direct Labor
 Fringe (if applicable)
 Overhead (if applicable)
 G&A (if applicable)
 Fee

 Total Base Quantity, Base Period

(b) (1) COST MODEL - OPTION PERIOD I, BASE QUANTITIES - Contract Year 4
 (Months 37-48)

CONTRACTOR NAME: _____
 RFP #: HQ-00-11694

	Hours Yr 4	Rates	Total Yr 4
	5,500	\$	\$

Direct Labor
 Key Personnel
 (List labor categories)

 Non-Key Personnel
 (List labor categories)
 Total Professional LOE
 Administrative/Clerical/Other Hours (if applicable)
 Total Direct Labor
 Fringe (if applicable)
 Overhead (if applicable)
 G&A (if applicable)
 Fee

 Total Base Quantity

LOE Labor Hour Option Increment: 2,000 Hours

Each 2,000 Hour Increment will be 2/5th of the base quantity's total cost for Year 4.

Year 4: Cost

Fee
 Total estimated cost plus fee per LOE Option Increment:

(b) (2) COST MODEL - OPTION PERIOD I, BASE QUANTITIES - Contract Year 5
(Months 49-60)

CONTRACTOR NAME: _____
RFP #: HQ-00-11694

	Hours Yr 5	Rates	Total Yr 5
	5,500	\$	\$

Direct Labor

Key Personnel
(List labor categories)

Non-Key Personnel
(List labor categories)
Total Professional LOE
Administrative/Clerical/Other Hours (if applicable)
Total Direct Labor
Fringe (if applicable)
Overhead (if applicable)
G&A (if applicable)
Fee

Total Base Quantity

LOE Labor Hour Option Increment: 2,000 Hours

Each 5,000 Hour Increment will be 2/5th of the base quantity's total cost for Year 5.

Year 5: Cost

Fee
Total estimated cost plus fee per LOE Option Increment:

(b) (3) COST MODEL - OPTION PERIOD I, BASE QUANTITIES - Contract Year 6
(Months 61-72)

CONTRACTOR NAME: _____
RFP #: HQ-00-11694

	Hours Yr 6	Rates	Total Yr 6
	5,500	\$	\$

Direct Labor

Key Personnel
(List labor categories)

Non-Key Personnel
(List labor categories)
Total Professional LOE
Administrative/Clerical/Other Hours (if applicable)

Total Direct Labor
 Fringe (if applicable)
 Overhead (if applicable)
 G&A (if applicable)
 Fee

Total Base Quantity

LOE Labor Hour Option Increment: 2,000 Hours

Each 2,000 Hour Increment will be 2/5th of the base quantity's total cost for Year 6.

Year 6: Cost

Fee

Total estimated cost plus fee per LOE Option Increment:

(b) (4) COST MODEL - OPTION PERIOD I, BASE QUANTITIES - Contract Year 7
 (Months 73-84)

CONTRACTOR NAME: _____

RFP #: HQ-00-11694

	Hours Yr 7	Rates	Total Yr 7
	5,500	\$	\$

Direct Labor

Key Personnel
 (List labor categories)

Non-Key Personnel
 (List labor categories)
 Total Professional LOE
 Administrative/Clerical/Other Hours (if applicable)
 Total Direct Labor
 Fringe (if applicable)
 Overhead (if applicable)
 G&A (if applicable)
 Fee

Total Base Quantity

LOE Labor Hour Option Increment: 2,000 Hours

Each 2,000 Hour Increment will be 2/5th of the base quantity's total cost for Year 7.

Year 7: Cost

Fee

Total estimated cost plus fee per LOE Option Increment:

II.(c) COST MODEL - BASE QUANTITIES - Option Period II, Contract Years
8, 9, and 10 (Months 85-120)

CONTRACTOR NAME: _____

RFP #: HQ-00-11694

	HOURS	TOTAL COSTS
	15,000	
Direct Labor		
Key Personnel		
(List labor categories)		
Non-Key Personnel		
(List labor categories)		
Total Professional LOE		
Administrative/Clerical/Other Hours (if applicable)		
Total Direct Labor		
Fringe (if applicable)		
Overhead (if applicable)		
G&A (if applicable)		
Fee		
Total Base Quantity, Base Period		

(c) (1) COST MODEL - OPTION PERIOD II, BASE QUANTITIES - Contract Year
8
(Months 85-96)

CONTRACTOR NAME: _____

RFP #: HQ-00-11694

	Hours Yr 8	Rates	Total Yr 8
	5,000	\$	\$
Direct Labor			
Key Personnel			
(List labor categories)			
Non-Key Personnel			
(List labor categories)			
Total Professional LOE			
Administrative/Clerical/Other Hours (if applicable)			
Total Direct Labor			
Fringe (if applicable)			
Overhead (if applicable)			
G&A (if applicable)			
Fee			

Total Base Quantity

LOE Labor Hour Option Increment: 2,000 Hours

Each 2,000 Hour Increment will be 2/5th of the base quantity's total cost for Year 8.

Year 8: Cost

Fee

Total estimated cost plus fee per LOE Option Increment:

(c) (2) COST MODEL - OPTION PERIOD II, BASE QUANTITIES - Contract Year
9
(Months 97-108)

CONTRACTOR NAME: _____

RFP #: HQ-00-11694

	Hours Yr 9	Rates	Total Yr 9
	5,000	\$	\$

Direct Labor

Key Personnel

(List labor categories)

Non-Key Personnel

(List labor categories)

Total Professional LOE

Administrative/Clerical/Other Hours (if applicable)

Total Direct Labor

Fringe (if applicable)

Overhead (if applicable)

G&A (if applicable)

Fee

Total Base Quantity

LOE Labor Hour Option Increment: 2,000 Hours

Each 5,000 Hour Increment will be 2/5th of the base quantity's total cost for Year 9.

Year 9: Cost

Fee

Total estimated cost plus fee per LOE Option Increment:

(c) (3) COST MODEL - OPTION PERIOD II, BASE QUANTITIES - Contract Year
10
(Months 109-120)

CONTRACTOR NAME: _____

RFP #: HQ-00-11694

	Hours Yr 10	Rates	Total Yr 10
	5,000	\$	\$

Direct Labor

Key Personnel
(List labor categories)

Non-Key Personnel
(List labor categories)
Total Professional LOE
Administrative/Clerical/Other Hours (if applicable)
Total Direct Labor
Fringe (if applicable)
Overhead (if applicable)
G&A (if applicable)
Fee

Total Base Quantity

LOE Labor Hour Option Increment: 2,000 Hours

Each 2,000 Hour Increment will be 2/5th of the base quantity's total cost for Year 10.

Year 10: Cost

Fee

Total estimated cost plus fee per LOE Option Increment:

III. Cost Category Total Proposed Cost Reimbursable LOE Base & All Options
(Excluding ODC options)

CONTRACTOR NAME: _____

RFP #: HQ-00-11694

a. LOE Base LOE - 52,000 Hours over 10 years

	Yr. 1	Yr. 2	Yr. 3	Yr. 4	Yr. 5	Yr. 6	Yr. 7	Yr. 8	Yr. 9	Yr. 10	Total
Hours	5,000	5,000	5,000	5,000	5,500	5,500	5,500	5,500	5,000	5,000	52,000

Direct Labor

Fringe

Overhead

G&A

Fee

Total - Cost + Fee:

=====

b. Option LOE 176,000 Hours at Year 5 rates

***Use only the Year 5 rates for this category - for evaluation purposes and contract estimated amount. The rates used will be dependent upon the year in which the option is exercised.**

Direct Labor

Fringe

Overhead

G&A

Fee

Total Option LOE (cost plus fee):

c. Total LOE (a + b): (excluding ODCs)

***Use only the TOTALS columns from a and b.**

Direct Labor

Fringe

Overhead

G&A

Fee

Total LOE (cost plus fee):

[illegible]

L.18 PREPROPOSAL CONFERENCE (EP 52.215-100) (APR 1984)

EPA will NOT conduct a preproposal conference for this procurement.

L.19 TECHNICAL QUESTIONS (EP 52.215-110) (APR 1984)

Offerors must submit all technical questions concerning this solicitation in writing to the contract specialist. EPA must receive the questions no later than 15 calendar days after the date of this solicitation. EPA will answer questions which may affect offers in an amendment to the solicitation. EPA will not reference the source of the questions.

L.20 SPECIAL RONALD REAGAN BUILDING PROPOSAL INSTRUCTIONS

Offerors who intend to deliver proposals in person directly to the Ronald Reagan Building (RRB) in response to this solicitation shall allow extra time, approximately twenty minutes to half an hour, to go through mandatory security checks to enter the building. Proper ID will be required, as well as the phone numbers below. The bid and proposal room is located on the 6th floor of the RRB and is staffed from 8:00 am through 4:30 pm Monday through Friday with the exception of Federal holidays. If there is no one in the bid and proposal room at the time of attempted delivery, offerors shall use the telephone provided at the front desk in the lobby of the RRB to contact the contracting officer (CO) directly. Do not drop off packages without an assurance that the package has been received either by the CO or the bid and proposal room staff. This clause does not alter any standard FAR, EPAAR or EP guidance provided in this solicitation.

Bid room numbers: (202)565-4362 or (202) 564-4363

If there is no response from
the bid and proposal room staff
contact the Contract Specialist: Melissa Rountree, (202) 564-1631

If the CS does not answer,
contact the Contracting Officer Mario P. Chaple, (202) 564-2286

L.21 RELEASE OF COST OR PRICING PROPOSALS OUTSIDE THE GOVERNMENT FOR AUDIT (EP 52.215-115) (MAR 1989)

Cost or pricing proposals submitted in response to this solicitation may be released outside the Government for audit purposes regardless of whether information contained in such proposals has been claimed or determined to be business confidential. If an outside audit is obtained, the non-Government auditor shall use the information only for audit purposes; shall not disclose any information in the proposals to anyone other than authorized EPA employees without the prior written approval of the Assistant General Counsel responsible for information law matters; and shall return all copies of proposals, as well as any abstracts, to the Government upon completion of the audit. The non-Government auditor shall obtain a written agreement from each of its employees with access to the proposals to honor these limitations prior to allowing the employee access.

1.22 EVALUATION OF OTHER DIRECT COSTS (EP 52.215-130) (APR 1984)

For evaluation purposes, offerors shall propose the following amounts:

Refer to Section L OSRE-2 Specific Cost Proposal Instructions

1.23 PROCEDURES FOR PARTICIPATION IN THE EPA MENTOR-PROTEGE PROGRAM (EPAAR 1552.219-71) (OCT 2000)

(a) This provision sets forth the procedures for participation in the EPA Mentor-Protege Program (hereafter referred to as the Program). The purpose of the Program is to increase the participation of small disadvantaged businesses (SDBs) as subcontractors, suppliers, and ultimately as prime contractors; to establish a mutually beneficial relationship with SDBs and EPA's large business prime contractors (although small businesses may participate as Mentors); to develop the technical and corporate administrative expertise of the SDBs which will ultimately lead to greater success in competition for contract opportunities; to promote the economic stability of SDBs; and to aid in the achievement of goals for the use of SDBs in subcontracting activities under EPA contracts. If the successful offeror is accepted into the Program they shall serve as a Mentor to a Protege (SDB) firm(s), providing developmental assistance in accordance with an agreement with the Protege firm(s).

(b) To participate as a Mentor, the offeror must receive approval in accordance with paragraph (h).

(c) A Protege must be a small disadvantaged business (SDB) as defined under Federal Acquisition Regulation (FAR) 19.001, and a small business for the purpose of the Small Business Administration (SBA) size standard applicable to the North American Industry Classification System (NAICS) code applicable to the contemplated supplies or services to be provided by the Protege firm to the Mentor firm. Further, consistent with EPA's 1993 Appropriation Act, socially disadvantaged individuals shall be deemed to include women.

(d) Where there may be a concern regarding the Protege firm's eligibility to participate in the program, the protege's eligibility will be determined by the contracting officer after the SBA has completed any formal determinations.

(e) The offeror shall submit an application in accordance with paragraph (k) as part of its proposal which shall include as a minimum the following information.

(1) A statement and supporting documentation that the offeror is currently performing under at least one active Federal contract with an approved subcontracting plan and is eligible for the award of Federal contracts;

(2) A summary of the offeror's historical and recent activities and accomplishments under their SDB program. The offeror is encouraged to include any initiatives or outreach information believed pertinent to approval as a Mentor firm;

(3) The total dollar amount (including the value of all option periods or quantities) of EPA contracts and subcontracts received by the offeror

during its two preceding fiscal years. (Show prime contracts and subcontracts separately per year);

(4) The total dollar amount and percentage of subcontract awards made to all SDB firms under EPA contracts during its two preceding fiscal years. If recently required to submit a SF 295, provide copies of the two preceding year's reports;

(5) The number and total dollar amount of subcontract awards made to the identified Protege firm(s) during the two preceding fiscal years (if any).

(f) In addition to the information required by (e) above, the offeror shall submit as a part of the application the following information for each proposed Mentor-Protege relationship.

(1) Information on the offeror's ability to provide developmental assistance to the identified Protege firm and how the assistance will potentially increase contracting and subcontracting opportunities for the Protege firm, including subcontract opportunities in industry categories where SDBs are not dominant in the offeror's vendor base.

(2) A letter of intent indicating that both the Mentor firm and the Protege firm intend to enter into a contractual relationship under which the Protege will perform as a subcontractor under the contract resulting from this solicitation and that the firms will negotiate a Mentor-Protege agreement. Costs incurred by the offeror in fulfilling the agreement(s) with the Protege firm(s) are not reimbursable as a direct cost under the contract. The letter of intent must be signed by both parties and contain the following information:

(i) The name, address and phone number of both parties;

(ii) The Protege firm's business classification, based upon the NAICS code(s) which represents the contemplated supplies or services to be provided by the Protege firm to the Mentor firm;

(iii) A statement that the Protege firm meets the eligibility criteria;

(iv) A preliminary assessment of the developmental needs of the Protege firm and the proposed developmental assistance the Mentor firm envisions providing the Protege. The offeror shall address those needs and how their assistance will enhance the Protege. The offeror shall develop a schedule to assess the needs of the Protege and establish criteria to evaluate the success in the Program.

(v) A statement that if the offeror or Protege firm is suspended or debarred while performing under an approval Mentor-Protege agreement the offeror shall promptly give notice of the suspension or debarment to the EPA Office of Small Disadvantaged Business Utilization (OSDBU) and the contracting officer. The statement shall require the Protege firm to notify the Contractor if it is suspended or debarred.

(g) The application will be evaluated on the extent to which the offeror's proposal addresses the items listed in (e) and (f). To the maximum extent possible, the application should be limited to not more than 10 single pages,

double spaced. The offeror may identify more than one Protege in its application.

(h) If the offeror is determined to be in the competitive range, the offeror will be advised by the Contracting officer whether their application is approved or rejected. The Contracting officer, if necessary, may request additional information in connection with the offeror's submission of its revised or best and final offer. If the successful offeror has submitted an approved application, they shall comply with the clause titled "Mentor-Protege Program."

(i) Subcontracts of \$1,000,000 or less awarded to firms approved as Proteges under the Program are exempt from the requirements for competition set forth in FAR 44.202-2(a)(5), 52.244-2(b)(2)(iii) and 52.244-5. However, price reasonableness must still be determined and the requirements in FAR 44.202-2(a)(8) and 52.244-2(b)(2)(iv) for cost or price analysis continue to apply.

(j) Costs incurred by the offeror in fulfilling their agreement(s) with a Protege firm(s) are not reimbursable as a direct cost under the contract. Unless EPA is the responsible audit agency under FAR 42.703-1, offerors are encouraged to enter into an advance agreement with their responsible audit agency on the treatment of such costs when determining indirect cost rates. Where EPA is the responsible audit agency, these costs will be considered in determining indirect cost rates.

(k) Submission of Application and Questions Concerning the Program. The application for the Program shall be submitted to the contracting officer, and to the EPA OSDBU, at the following addresses for headquarters procurements: Socioeconomic Business Program Officer, Office of Small and Disadvantaged Business Utilization, U. S. Environmental Protection Agency, Ariel Rios Building (3801R), 1200 Pennsylvania Avenue, NW, Washington, DC 20460, Telephone: (202) 564-4322, Fax: (202) 565-2473.

The application for the Program shall be submitted to the Contracting officer, and to the Small Business Specialist, at the following address for RTP procurements: Small Business Program Officer, Contracts Management Division (MD-33), U.S. Environmental Protection Agency, Research Triangle Park, NC 27711, Telephone: (919) 541-2249, Fax: (919) 541-5539.

The application for the Program shall be submitted to the Contracting officer, and to the Small Business Specialist, at the following address for Cincinnati procurements: Small and Disadvantaged Business Utilization Officer, Contracts Management Division, 26 West Martin Luther King Drive, Cincinnati, OH 45268, Telephone: (513) 487-2004, Fax: (513) 487-2342.

L.24 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM (EPAAR 1552.219-72) (OCT 2000)

(a) Section M of this solicitation contains a source selection factor or subfactor related to the participation of small disadvantaged business (SDB) concerns in the performance of the contract. The nature of the evaluation of an SDB offeror under this evaluation factor or subfactor is dependent upon whether the SDB concern qualifies for the price evaluation adjustment under the clause at FAR 52.219-23, Notice of Price Evaluation

Adjustment for Small Disadvantaged Business Concerns and whether the SDB concern specifically waives this price evaluation adjustment.

(b) In order to be evaluated under the source selection factor or subfactor, an offeror must provide, with its offer, the following information:

(1) The extent of participation of SDB concerns in the performance of the contract in terms of the value of the total acquisition. Specifically, offerors must provide targets, expressed as dollars and percentages of the total contract value, for SDB participation in any of the Standard Industrial Classification (SIC) Major Groups as determined by the Department of Commerce. Total dollar and percentage targets must be provided for SDB participation by the prime contractor, including team members and joint venture partners. In addition, total dollar and percentage targets for SDB participation by subcontractors must be provided and listed separately;

(2) The specific identification of SDB concerns to be involved in the performance of the contract;

(3) The extent of commitment to use SDB concerns in the performance of the contract:

(4) The complexity and variety of the work the SDB concerns are to perform; and

(5) The realism of the proposal to use SDB concerns in the performance of the contract.

(c) An SDB offeror who waives the price evaluation adjustment provided in FAR 52.219-23 shall provide, with their offer, targets, expressed as dollars and percentages of the total contract value, for the work that it intends to perform as the prime contractor in the applicable and authorized North American Industry Classification System (NAICS) Industry Subsectors as determined by the Department of Commerce. All of the offeror's identified targets described in paragraphs (b) and (c) of this clause will be incorporated into and made part of any resulting contract.

L.25 IDENTIFICATION OF SET-ASIDE/8A PROGRAM APPLICABILITY (EP 52.219-100) (FEB 1991)

This new procurement is being processed as follows:

(a) Type of set-aside: No Applicable Set-Aside

Percent of the set-aside: _____

(b) 8(a) Program: Not Applicable

L.26 SUBCONTRACTING PROGRAM PLAN FOR UTILIZATION OF SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS CONCERNS (EP 52.219-125) (AUG 1984)

(a) This clause does not apply to small business concerns.

(b) As part of the initial offer, offerors shall submit a subcontracting

plan as called for by FAR 52.219-9.

(1) Proposals will be evaluated against the following EPA subcontracting goals for this procurement:

Small Business	50%
Small Disadvantaged Business (SDB)	20%
Woman-Owned Business (WOB)	6%
HubZone	2.5%
Service Disabled Veterans (SDV)	3%

(2) Fifty percent of the total dollars committed to subcontracting should be to Small Business concerns. Business given to sources within the categories of SDB, WOB, HubZone and SDV count toward this total goal, in addition to their own category goals.

(c) *Definitions.* As used in this clause--

"*Commercial item*" means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

"*Commercial plan*" means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

"*Individual contract plan*" means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

"*Master plan*" means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

"*Subcontract*" means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(d) The offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, that separately addresses subcontracting with small business, veteran-owned small business, HUBZone small business concerns, small disadvantaged business and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.

(e) The offeror's subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. Service-disabled veteran-owned small business concerns meet the definition of veteran-owned small business concerns, and offerors may include them within the subcontracting plan goal for veteran-owned small business concerns. A separate goal for service-disabled veteran-owned small business concerns is not required. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.

(2) A statement of-

(i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns;

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to HUBZone small business concerns;

(v) Total dollars planned to be subcontracted to small disadvantaged business concerns; and

(vi) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to--

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

(iii) HUBZone small business concerns;

(iv) Small disadvantaged business concerns; and

(v) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and

Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in PRO-Net as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of PRO-Net as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with--

- (i) Small business concerns;
- (ii) Veteran-owned small business concerns;
- (iii) HUBZone small business concerns;
- (iv) Small disadvantaged business concerns; and
- (v) Women-owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small, veteran-owned small business, HUBZone small business, small disadvantaged and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause in this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the offeror will--

- (i) Cooperate in any studies or surveys as may be required;
- (ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;
- (iii) Submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with paragraph (j) of this clause. The reports shall provide information on subcontract awards to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, small disadvantaged business concerns, women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with the

instructions on the forms or as provided in agency regulations.

(iv) Ensure that its subcontractors agree to submit SF 294 and SF 295.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists (e.g., PRO-Net), guides, and other data that identify small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating--

(A) Whether small business concerns were solicited and, if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether HUBZone small business concerns were solicited and, if not, why not;

(D) Whether small disadvantaged business concerns were solicited and, if not, why not;

(E) Whether women-owned small business concerns were solicited and, if not, why not; and

(F) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact--

(A) Trade associations;

(B) Business development organizations;

(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and

(D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through--

(A) Workshops, seminars, training, etc.; and

(B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(f) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(g) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (e) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided--

(1) the master plan has been approved,

(2) the offeror ensures that the master plan is updated as

necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer, and

(3) goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(h) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Commercial plans are also preferred for subcontractors that provide commercial items under a prime contract, whether or not the prime contractor is supplying a commercial item.

(i) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(j) The failure of the Contractor or subcontractor to comply in good faith with--

(1) the clause of this contract entitled "Utilization Of Small Business Concerns;" or

(2) an approved plan required by this clause, shall be a material breach of the contract.

(k) The Contractor shall submit the following reports:

(1) *Standard Form 294, Subcontracting Report for Individual Contracts.* This report shall be submitted to the Contracting Officer semiannually and at contract completion. The report covers subcontract award data related to this contract. This report is not required for commercial plans.

(2) *Standard Form 295, Summary Subcontract Report.* This report encompasses all of the contracts with the awarding agency. It must be submitted semi-annually for contracts with the Department of Defense and annually for contracts with civilian agencies. If the reporting activity is covered by a commercial plan, the reporting activity must report annually all subcontract awards under that plan. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, in the Contractor's format, of subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

**L.27 NOTICE OF FILING REQUIREMENTS FOR AGENCY PROTESTS (EPAAR 1552.233-70)
(JUL 1999)**

Agency protests must be filed with the Contracting Officer in accordance with the requirements of FAR 33.103(d) and (e). Within 10 calendar days after receipt of an adverse Contracting Officer decision, the protester may submit a written request for an independent review by the Head of the Contracting Activity. This independent review is available only as an appeal of a Contracting Officer decision on a protest. Accordingly, as provided in 4 CFR 21.2(a)(3), any protest to the GAO must be filed within 10 days of knowledge of the initial adverse Agency action.

L.28 ADDITIONAL BID/PROPOSAL SUBMISSION INSTRUCTIONS (EP-S 99-2) (MAR 1999) DEVIATION

a. General Instructions

These instructions are in addition to the applicable requirements and clauses set forth in the Federal Acquisition Regulation regarding bid/proposal submission and late bid/proposals. Please note that there are distinct addresses designated for bid/proposal submission on the SF 33. Block 7 designates the location specified for delivery of hand carried/courier/overnight delivery service bids/proposals while Block 8 indicates the address specified for receipt of bid/proposals sent by U.S. Mail. Bidders/Offerors are responsible for ensuring that their bids/proposals (and any amendments, modifications, withdrawals, or revisions thereto) are submitted so as to reach the Government office designated on the SF 33 prior to the designated date and time established for receipt. Bidders and offerors are also responsible for allowing sufficient time for the bid/proposal to be processed through EPA's internal mail distribution system described below so as to reach the designated location for bid/proposal receipt on time. Failure to timely deliver a bid/proposal to the EPA Bid & Proposal Room on the 6th floor of the Ronald Reagan Building, which is the location designated for bid/proposal receipt in blocks 7 and 8 of the SF 33, will render the bid/proposal "late" in accordance with FAR 14.304 and/or 15.208 and disposition of the bid/proposal will be handled in accordance with FAR 14.304 and 52.214-7 for bids and FAR 15.208 and 52.215-1 for proposals. Bidders/Offerors are cautioned that receipt of a bid/proposal by the Agency's mail room or other central receiving facility does not constitute receipt by the office designated in the solicitation/invitation for bids.

b. U.S. Mail Delivery-SF 33 Block 8

Block 8 on the SF 33 indicates that bids/proposals sent by U.S. Mail must be timely received by the Bid & Proposal Room, Mail Code 3802R. Because EPA adheres to a centralized mail delivery system, any bid/proposal submitted via U.S. Mail to the address specified in block 8 of the SF 33 is initially routed to EPA's mail handling facility at another location in S.W. Washington, DC, and then subsequently routed to EPA's Bid & Proposal Room (Mail Code 3802R) located on the 6th floor of the Ronald Reagan Building. The Bid and Proposal Room on the 6th floor of the Ronald Reagan Building is geographically distinct and is not co-located with the mail handling facility. Bids/proposals sent by U.S. Mail, therefore, will not be considered "received" until such time as they are physically delivered via EPA's mail distribution system to the EPA Bid & Proposal Room in the Ronald Reagan Building. Bidders/Offerors electing to utilize the U.S. Mail for bid/proposal delivery should therefore allow sufficient time prior to the designated time and date for bid/proposal receipt as specified in Block 9 of the SF 33 to allow for the

internal routing of their bid/proposal to the EPA Bid & Proposal Room.

All bids/proposals submitted other than by U.S. Mail should utilize the
Hand Carried/Courier/Overnight Delivery Service address specified in
Block 7 of the SF 33.

c. Hand Carried/Courier Delivery- SF 33 Block 7

EPA's Bid & Proposal Room that is designated for receipt of hand delivered bids/proposals is located on the 6th floor of the Ronald Reagan Building, 1300 Pennsylvania Ave, N.W., Washington, D.C. The Bid and Proposal Room hours of operation are 8:00AM - 4:30PM weekdays, except Federal holidays. Because this is a secure area, EPA bidders/offerors/contractors and/or their couriers/delivery personnel must check in at the EPA visitor guard desk, located to the left of the 13 ½ street entrance, prior to gaining access to the Bid & Proposal Room. A properly addressed bid/proposal, as described below, will be required for admittance to the Bid & Proposal Room. Bids/proposals not properly addressed will be collected by the guard, and routed to the Bid & Proposal Room through EPA's internal mail distribution system, which will delay receipt of the bid/proposal in the Bid & Proposal Room.

d. Overnight Delivery Services- SF 33 Block 7

Bid/Proposal deliveries via overnight delivery services (e.g., Federal Express, Airborne Express) must utilize the address specified in block 7 of the SF 33. Due to the large volume of overnight packages delivered to EPA at one time, all overnight delivery services deliver only to EPA's loading dock at the Ronald Reagan Building, and not directly to the Bid & Proposal Room designated for receipt of bids/proposals in block 7 of the SF 33. From the dock, packages are routed to EPA's mail room in the Ronald Reagan Building for internal distribution, including distribution to the Bid & Proposal Room. It is important to recognize that regardless of whether the Bid & Proposal Room is noted on the address label as required by block 7 of the SF 33, overnight delivery service packages are NOT regularly delivered directly to the Bid & Proposal Room. Because bids and proposals must be physically received at the Bid & Proposal Room to be considered officially received, bidders/offerors should not rely upon guaranteed delivery times from overnight delivery services as guarantees that their bids/proposals will be officially received on time. Bidders/offerors remain responsible for the timely delivery of their bids/proposals to the Bid & Proposal Room.

e. Bid/Proposal Submission Labels

EPA has developed labels for use on packages containing bids, proposals, amendments, modifications, withdrawals, or revisions. Use of these labels will facilitate the routing of bids and proposals to the Bid & Proposal Room. The label may be found on EPA's Office of Acquisition Management homepage at www.epa.gov/oam under Special Interest. The labels may be reproduced. Offerors/bidders choosing not to use the EPA labels must ensure that the following information is clearly indicated on the outside wrapper of all packages containing bids/proposals.

For US MAIL:

report potential or actual conflicts of interest at the organizational or personal level. These conflicts of interest could result from various business activities including: a) issuance of work assignments; b) performance of work in the past, present, or future for a former, current of future client; or c) corporate relationships including your firm's ownership of acquisition of or by another business entity. The plan shall not be limited to these areas but should be as comprehensive as possible. If the COI Plan is revised during the contract performance, the revisions shall be reported to the Contracting Officer within 45 calendar days of the revision effective date.

The purpose of the Conflict of Interest Plan is to insure that the Contractor has procedures in place to identify and report conflicts of interest to the Government in accordance with the provisions of the contract.

L.31 ELIGIBILITY/INELIGIBILITY OF CONTRACTORS FOR AWARD

The Agency has determined that any contractor who, at the time of contract award would be considered an EPA or non-EPA Response Action Contractor (RAC), as defined below, would have a significant actual or potential Conflict of Interest (COI) in performing the work required under this contract. For the purposes of determining avoidance, neutralization, and mitigation issues, RAC prime contractors will be treated differently than ESS and REPA prime and subcontractors and RAC subcontractors. For RAC prime contractors, it is anticipated that the only means by which the COI can be resolved is through divestiture. ESS and REPA prime and subcontractors, as they may implement enforcement policies, guidance and regulations at sites promulgated by the enforcement program, may also have a conflict-of-interest problem. A case-by-case COI review shall be performed by EPA for ESS and REPA prime and subcontractors as well as RAC subcontractors to determine if the COI can be avoided, neutralized, or mitigated. Furthermore, EPA will work with ESS, REPA contractors and RAC subcontractors well in advance of the solicitation due date to determine if it is possible to satisfactorily avoid, neutralize, or mitigate all COI issues. Offerors are strongly urged to present, preferably 15 days in advance of the proposal due date, a mitigation strategy in order to permit time for analysis, fact-finding, and review to occur to discover if all COI issues can be successfully mitigated.

Selection and award will not be made to any contractor, including ESS/ REPA contractors and RAC subcontractors, who does not clearly demonstrate that all COI issues have been satisfactorily avoided, neutralized, or mitigated. Therefore, such contractors will be ineligible for award of a contract for the subject acquisition or for any subcontracts under this contract. In addition, the Agency has determined that subcontractors to RAC, ESS, or REPA contractors may potentially have a significant COI in performing the work under this contract and will be similarly restricted and ineligible for award under this RFP. However, a RAC, ESS, or REPA subcontractor that does not potentially conflict with the work under this contract, may be eligible for award but submits its proposal at its own risk and expense with the express understanding that it could be deemed ineligible for award (because of the nature of its subcontracting work) notwithstanding its submission of a proposal.

The following definitions from CERCLA Section 119 (e) as amended apply to this

clause:

(1) Response Action Contract - The term "response action contract" means any contract or agreement entered into by a response action contractor (as defined in paragraph (2) (A) of the subsection) with:

(A) the President;

(B) any Federal agency;

(C) a State or political subdivision which has entered into a contract or cooperative agreement in accordance with section 9604 (d) (1) of this title; or

(D) any potentially responsible party carrying out an agreement under section 9606 or 9622 of this title;

to provide any remedial action under this chapter at a facility listed on the National Priorities List, or any removal under this chapter, with respect to release or threatened release of a hazardous substance or pollutant or contaminant from the facility or to provide any evaluation, planning, engineering, surveying and mapping, design, construction, equipment, or any ancillary services thereto for such facility.

(2) Response Action Contractor - the term "response action contractor" means:

(A) any:

(a) person who enters into a response action contract with respect to any release or threatened release of a hazardous substance or pollutant or contaminant from a facility and is carrying out such contract; and

(b) person, public or nonprofit private entity, conducting a field demonstration pursuant to section 9660 (b) of this title; and

(c) recipient of grants (including sub-grantees) under section 9660(a) of this title for the training and education of workers who are or may be engaged in activities related to hazardous waste removal, containment, or emergency response under this chapter.

(B) any person who is retained or hired by a person described in subparagraph (A) to provide any services relating to a response action; and

(C) any surety who after October 16, 1990, and before January 1, 1996 provides a bid, performance or payment bond to a response action contractor, and begins activities to meet its obligations under such bond, but only in connection

with such activities or obligations.

(3) Response Action Work (see CERCLA Section 119 (e) (1) as amended). A CERCLA-authorized action at a Superfund site involving either a short-term removal action or a long-term remedial response with respect to any release or threatened release of a hazardous substance, pollutant or contaminant from the facility and includes any evaluation, planning, engineering, surveying and mapping, design, construction, equipment, or any ancillary services related to such removal action or remedial response.

(4) The Contracting Officer has determined that award of this contract (or any subcontract under this contract) to a contractor, who at the time of contract award, will be: 1) holding Agency prime response action contracts, 2) performing response action work or activities for other Federal agencies, states or private parties, 3) holding subcontracts (under EPA or non-EPA response action contracts) in which it is performing response action work , activities or ancillary services which potentially conflict with the work required under this contract, or 4) in a relationship with another party that would create a significant actual or potential conflict of interest for such contractors or in a relationship with another party that would create a significant actual or potential COI for it in performing the work under this contract and thus make them ineligible for award of this contract and any subcontracts under this contract. By way of illustration, of the following EPA prime contracts (and subcontractors performing response action work or activities under such contracts that potentially conflicts with the work required under this contract or follow-on contracts), or follow-on response action contracts to those listed below, will be ineligible for award of this contract and for any subcontracts under this contract:

Response Action Contracts (RACs)
 Enforcement Support Services contracts (ESS)
 RCRA Enforcement and Permitting Act contracts (REPA)

L.32 DETERMINATION OF RESPONSE ACTION CONTRACTOR (RAC), ESS, OR REPA STATUS

All offerors who decide to submit a proposal in response to this RFP, notwithstanding the restrictions in the Eligibility/Ineligibility of Contractors for Award clause and this clause, are strongly encouraged to submit the information necessary to demonstrate eligibility for award as early with their proposal. Each offeror (and its subcontractor) who elect to compete must affirmatively demonstrate, in order to be eligible for award consideration (or for subcontracts under this contract), that at the time of contract award, it will not be, (i) an EPA or non-EPA prime RAC, or ESS, or REPA contractor with an unmitigated COI, as defined in the Ineligibility of Contractors for Award clause contractor, (ii) a subcontractor to a prime EPA or non-EPA RAC, ESS, or REPA contractor performing work under the subcontract which creates a significant potential conflict of interest (COI) with the work required under this contract, and (iii) in a relationship with a RAC, ESS, or REPA (for example as an affiliate, parent or subsidiary) or other party that

would create an actual or potential conflict of interest for the offeror in performing work under this contract. Such offerors must describe measures taken to prevent interface between companies which could result in an actual or potential conflict of interest due to RAC, ESS, or REPA status. Information submitted must include a complete description of the nature of work a firm currently is performing and why it is not RAC, ESS, or REPA work or otherwise does not conflict with the work under this contract. The Contracting Officer must be satisfied that any measures taken to avoid such conflicts of interest will be effective and in place at time of contract award.

Prospective offerors that are currently performing remedial field work as EPA or non-EPA prime RACs, ESS, or REPA (or doing remedial field subcontracting work for these RACs, ESS, or REPA contractors that creates a potential COI with this contract work or in a relationship with a RAC, ESS, or REPA contractor or other party that creates a potential COI) but who claim that they will not be doing such work (or no longer in the relationship) at the time of contract award, are required to show by clear and convincing evidence that they will no longer be performing the conflicting RAC, ESS, or REPA work (or be in the relationship) at the time of award of this contract.

If the prospective offeror is not itself an EPA or non-EPA RAC, ESS, or REPA contractor (prime or subcontractor), but is affiliated with or has a relationship with such a contractor, it must, should it elect to propose, notwithstanding the restrictions contained in the Eligibility/Ineligibility of Contractors for Award clause and this clause, submit information concerning measures it proposes to take to assure that its relationship with such RAC, ESS, or REPA contractor will not create an actual or potential conflict of interest in performing this contract work. The Contracting Officer must be satisfied that any measures proposed to avoid, neutralize or mitigate actual or potential conflicts of interest will be effective and in force at the time of contract award in order for the offeror to be eligible for contract award consideration. Such offerors propose at their own risk and expense and with the express understanding that they must be deemed ineligible for consideration for contract award because of their status notwithstanding proposal submission.

Offerors who are uncertain as to their RAC, ESS, or REPA status and eligibility for award under this RFP (including, but not limited to, subcontractors to prime EPA or non-EPA RACs, ESS, or REPA contractors, affiliates, etc.) despite the information contained in Eligibility/Ineligibility of Contractors for Award clause and this clause, but who nonetheless elect to submit a proposal, do so at their own risk and expense and with the express understanding that they could be deemed ineligible for award consideration notwithstanding their submission of a proposal. Such offerors are strongly encouraged to submit with their proposal, a complete description of the work they are performing for consideration by the Contracting Officer. The offeror must explain in detail the basis of its view that its work does not constitute remedial field work or that its work or relationship will not cause an actual or potential conflict of interest in performing the work under the contract.

All offerors who submit a proposal in response to this RFP must submit the information necessary to demonstrate eligibility for contract award. For offerors who elect to compete, the Contracting Officer will determine, based on the information submitted, the prospective offerors' status and eligibility

for contract award.

L.33 DISCLOSURE OF POTENTIAL ORGANIZATIONAL CONFLICTS OF INTEREST

The proposed contract requires that the contractor provide analytical and program advisory and assistance services such as analyses, options, recommendations, data retrieval and compilation, reports, training and seminar materials. EPA has determined that a contractor might have a conflict of interest if remedial field work (i.e., the regulated community) pertaining to the statement of work performing removal and remedial actions and other tasks as stated in CERCLA Section 119(e)(1) could have difficulty performing the tasks under the proposed contract statement of work as either a prime or subcontractor without experiencing serious potential conflicts of interest. FAR 9.505-3 states that *"Contracts for the evaluation of offers for products or services shall not be awarded to a contractor that will evaluate its own offers for products or services, or those of a competitor, without proper safeguards to ensure objectivity to protect the Government's interests."*

These services shall be performed within one or more of the following major task categories in support of OSRE's major compliance and enforcement activities:

1. Program Planning/Evaluation and Trend Analysis
2. Program and Information Management Support
3. General Management Support
4. Policy, Regulation, and Guidance Support
5. Training/Conference and Meeting Support
6. Negotiations and Settlement Support
7. Cost Recovery and PRP Search Support
8. General Compliance and Enforcement Support
9. Alternative Dispute Resolution
10. State Programs Support
11. Economic and Cost Analysis
12. Community Based Environmental Protection and Environmental Justice Support
13. Records Management

An offeror shall specifically disclose whether they have any business or financial relationships with RAC, ESS, or REPA contractor(s), or whether they are performing any work that potentially conflicts with work under this contract for EPA or other Government agencies.

If the offeror is aware of a conflict of interest, then Provision L, ORGANIZATIONAL CONFLICT OF INTEREST NOTIFICATION (EPAAR 1552.209-70), requires the offeror to provide a disclosure statement in its proposal describing all relevant information concerning any past, present, or planned interests bearing on whether it (including its chief executives and any directors, or any proposed consultant or subcontractors) may have a potential organizational conflict of interest. Firms responding to this solicitation are required to disclose any such business or financial relationships. The disclosure statement must address actual and potential organizational conflicts of interest within the offeror's entire corporate organization, including parent company, sister companies, affiliates, subsidiaries, and other interests held by the offeror. In addition to identifying actual and potential organizational conflicts of interest, the disclosure statement shall describe

how any such conflict can be avoided, neutralized, or mitigated. The EPA contracting officer will determine an offeror's eligibility for award based on the information provided in the disclosure statement.

The Agency has determined that firms directly engaged in or having significant business or financial relationships with RAC contractor(s), including ESS or REPA contractors, may have a significant organizational conflict of interest in relation to the requirements of this solicitation. In addition, the Agency has determined that firms that provide consulting and/or technical services related to RAC, ESS, or REPA contract(s) may present organizational conflict of interest concerns.

The purpose of requiring the information covered by paragraph (c) above is to provide the Agency with an opportunity to assess its vulnerabilities relative to organizational conflicts of interest with respect to individual offerors prior to award. The Agency recognizes that there exists a need for firms to gain the requisite experience necessary to fulfill the requirements of the proposed contract and that such experience is often gained through provision of consulting or related technical services to RAC, ESS, or REPA contract(s). Accordingly, the fact that a firm has worked, is working, or plans to work for RAC, ESS, or REPA contractor(s), will not necessarily disqualify the firm from consideration for award on the basis of actual or potential conflicts of interest (COI). There is no precise formula for determining whether a firm's business or financial relationships or its past, present, or future effort performing RAC, ESS, or REPA contract(s) would result in a determination by the Contracting Officer that award to a particular offeror would not be in the best interest of the Government due to organizational conflict of interest concerns. Each offeror will be evaluated individually on the basis of the information disclosed pursuant to the requirements of this provision and upon the adequacy of the offeror's plan for avoiding, neutralizing, or mitigating such conflicts. In summary, the Agency is seeking a technically qualified firm which can demonstrate that its activities and relationships will not impact its ability to provide unbiased work products to the Agency under the proposed contract.

SECTION M - EVALUATION FACTORS FOR AWARD**M.1 EVALUATION OF OPTIONS (FAR 52.217-5) (JUL 1990)**

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirements. Evaluation of options will not obligate the Government to exercise the option(s).

M.2 EPA SOURCE EVALUATION AND SELECTION PROCEDURES--NEGOTIATED PROCUREMENTS (EPAAR 1552.215-70) (AUG 1999)

(a) The Government will perform source selection in accordance with FAR Part 15 and the EPA Source Evaluation and Selection Procedures in EPAAR Part 1515 (48 CFR Part 1515). The significant features of this procedure are:

- (1) The Government will perform either cost analysis or price analysis of the offeror's cost/business proposal in accordance with FAR Parts 15 and 31, as appropriate. In addition, the Government will also evaluate proposals to determine contract cost or price realism. Cost or price realism relates to an offeror's demonstrating that the proposed cost or price provides an adequate reflection of the offeror's understanding of the requirements of this solicitation, i.e., that the cost or price is not unrealistically low or unreasonably high.
- (2) The Government will evaluate technical proposals as specified in 1552.215-71, Evaluation Factors for Award.

(b) In addition to evaluation of the previously discussed elements, the Government will consider in any award decision the responsibility factors set forth in FAR Part 9.

M.3 EVALUATION FACTORS FOR AWARD (EPAAR 1552.215-71) (AUG 1999)

I. The Government will make award to the responsible offeror(s) whose offer conforms to the solicitation and is most advantageous to the Government cost or other factors considered. For this requirement, all evaluation factors other than cost or price when combined are significantly more important than cost or price.

II. Offerors will be evaluated on the basis of their combined oral and written technical proposals. This will be a best value evaluation. Offerors will be evaluated on the following technical factors. These factors are weighted as shown below:

	Factor Weight	Total Weight
Factor 1 Technical Expertise (written)	1.5	5.5
Subfactor: Sample Work Assignments (oral)	1.5	
Subfactor: Technical Questions (oral)	1.5	
Subfactor: Key and Non-Key Personnel (written)	1.0	
Factor 2 Management Approach (oral)	1.5	2.0
Subfactor: Small and Disadvantaged Business Utilization (written)	.5	
Factor 3 Past Performance (written)		1.5
Factor 4 Corporate Experience (oral)		1.0

The Technical Evaluation Panel (TEP) will utilize the standard rating criteria outline in EPAAR 1515.305.

Evaluation Factors

Factor 1 - Technical Expertise: Offerors will be evaluated on the extent to which they demonstrate a clear knowledge and understanding of CERCLA/SARA, LUST, OPA, and RCRA Corrective Action enforcement programs, as well as other pertinent environmental enforcement programs (CWA) and the requirements of these programs. Offerors will be evaluated on their understanding of the subject matter, technical approach, resource requirements, deliverables and schedule by detailing the manner in which work would be conducted in all 13 tasks in the SOW. The evaluation of technical expertise will be based on the information presented during the oral presentation and on the supplemental information provided in the written technical proposal. The evaluation criteria for the sample work assignment session and technical question session are stated below:

Subfactor: Sample Work Assignments - Offerors shall demonstrate their technical knowledge and understanding of the SOW in presenting their approach to the two sample work assignments. The presentation shall address:

- (a) Major issues identified concerning the work assignments
- (b) Major milestones/activities associated with the SOW tasks and sub-tasks
- (c) Estimated time frames/schedules to complete these major milestones or activities;
- (d) Decision points and responsible parties making the decision(s)
- (e) Contractor actions, EPA actions, actions by other parties;
- (f) Potential problems or bottlenecks to project completion and proposed solutions
- (g) Personnel assigned to each work assignment and why; subcontractors/team contractors and/or consultants used
- (h) Innovative approach to performing the task

Subfactor: Technical Questions - The offeror's responses to these questions demonstrates knowledge of all aspects of the SOW including acquisition and management of supporting information and evidence, elements of liability, applicable case law and statutes, and related program implementation issues.

Subfactor: Key and Non-Key Personnel - Offerors will be evaluated on their demonstrated ability to show that the key personnel are people with appropriate credentials, knowledgeable about environmental enforcement programs, capable of providing excellent project management, cost control, and review, and substantive knowledge within their issues area; and availability to work on this contract. Resumes for all key personnel shall be included in the written technical proposal. For the purposes of this RFP, the following individuals performing these functions are considered key:

Program Management
Financial Management
Information Management Systems

(a) The experience, qualifications, education and commitment of proposed key personnel in these functional areas will be evaluated according to the following criteria:

1. Program Management/Functional equivalent: Demonstrated experience and ability to understand and manage all of the areas of the scope of work. Demonstrated experience in organizing and managing large, complex contracts (including sub-contractors) similar to the effort set forth in the scope of work. Demonstrated experience in the area of contracting including working with the FAR and demonstrated experience in preparing, negotiating, and administering cost and fixed price contracts. Demonstrated experience in conducting quality assurance reviews, audits, and document control procedures.
2. Financial Management/Functional equivalent: Demonstrated experience in cost accounting, budgeting, data management economic planning, strategy development, and forecasting ability.
3. Information Management Systems Management/Company Title equivalent: Demonstrated experience with design and implementation of computer systems: mainframes, mini, micro-computers, and workstations. Demonstrated experience and ability in project management skills. Demonstrated experience, ability, and educational credentials in systems design; concept development; information requirements analysis; systems analysis; and feasibility studies. Demonstrated experience, and ability in using ORACLE, Lotus Notes, PowerPoint, and Lotus Millennium.

(b) Experience and Qualifications of Non-Key Personnel: Non-key personnel are defined as other professionals, including mid-to-

junior level professionals who will perform the day-to-day tasks required by the work assignments. Non-key personnel will be evaluated on their demonstrated ability to manage work assignments (e.g., cost control, schedules, technical, and performance). Non-key personnel will be evaluated on their demonstrated experience in conducting quality assurance reviews, audits, and document control procedures. Educational credentials and experience on similar type contracts will also be evaluated.

- (c) **Availability of Qualified, Non-key and Key personnel:** Offerors will be evaluated on their ability to demonstrate that the personnel proposed are committed to the program should they be awarded the contract. Offerors will also be evaluated on their demonstrated ability to meet face-to-face on a daily basis with the cognizant EPA official, and at times, within one hour of notification. Offerors shall indicate the percentage of time the various personnel will be available to this contract. Offers shall indicate where all key and non-key personnel are currently assigned and the location of the office(s) they work from.
- (d) **Personnel Continuity:** Offerors will be evaluated on their ability to assure EPA that qualified personnel be available throughout the life of the contract. Offerors will be evaluated on their demonstrated ability to retain qualified personnel and/or recruit new qualified personnel (both key and non-key). Offerors will also be evaluated on their demonstrated ability to provide trained employees throughout the life of the requirement, and provide on-going training to ensure that all employees are fully qualified and knowledgeable in all areas of the SOW that might affect their job performance.

Factor 2 - Management Approach: The evaluation of the management approach will be based on the information presented during the oral presentation and on the written technical proposal. As part of this factor the offeror shall be evaluated on the following items and subfactor:

- (a) The clarity of the lines of authority and communication between staff and management;
- (b) The adequacy and appropriateness of corporate management's plans for identifying and addressing any problems that might arise;
- (c) The degree to which the roles and responsibilities of staff and management are defined; the level of integration of staff and subcontractors;
- (d) The approach to planning, organizing, assigning; distributing; administrating, coordinating, controlling, and monitoring work as described in the SOW so as to provide effective, efficient, and responsive support;
- (e) The demonstrated ability to maintain and effectively utilize minimal administrative/program management staff and associated costs;
- (f) The demonstrated ability to generate, control, and monitor the following items on a daily basis: document control numbers, account numbers, program management costs, cost accounting data for all tasks in the SOW, invoices, fees, status of work assignments, ad-hoc reports, and financial status reports;
- (g) The demonstrated ability and systems (IT/managerial/organizational) in

place to ensure data security and integrity of enforcement related records;

- (h) The procedures for management control of non-authorized personnel who may attempt to direct a work assignment.
- (i) The demonstrated ability to commence work immediately upon award and mobilize personnel in such a manner as to minimize delays due to contract start up.

Subfactor: Small and Disadvantaged Business Utilization: As delineated in Section L, EPAAR Clause 1552.219-71 and the Section L proposal instructions, offerors will be evaluated on their demonstrated ability to manage, control, and ensure proper performance of subcontractors. Under this subfactor, offerors will be evaluated based on the demonstrated extent of participation of small disadvantaged business (SDB) concerns in the performance of the contract in each of the authorized and applicable North American Industry Classification System (NAICS) Industry Subsectors as determined by the Department of Commerce. As part of this evaluation, offerors will be evaluated based on:

(a) The extent to which SDB concerns are specifically identified to participate in the performance of the contract;

(b) The extent of the commitment to use SDB concerns in the performance of the contract (enforceable commitments will be weighed more heavily than nonenforceable commitments);

(c) The complexity and variety of the work the SDB concerns are to perform under the contract;

(d) The realism of the proposal to use SDB concerns in the performance of the contract; and

(e) The extent of participation of SDB concerns, at the prime contractor and subcontractor level, in the performance of the contract (in the authorized and applicable NAICS Industry Subsectors in terms of dollars and percentages of the total contract value.

Factor 3: Past Performance: As delineated in EPAAR 1552.215-75, offerors will be evaluated based on the information presented on their Past Performance Questionnaire forms (See Section J), and on information obtained by the Government from contacting the references identified on those forms and/or on information obtained by the Government from other sources. Offerors will be evaluated in accordance with the criteria and using the rating system shown on the Past Performance Questionnaire.

Factor 4: Corporate Experience: The offeror will be evaluated on the extent of demonstrated relevant enforcement-related experience possessed which demonstrates an ability to perform the tasks set forth in the SOW. The evaluation of corporate experience will be based on the information presented during the oral presentation and on the written technical proposal. Offerors will be evaluated on the demonstrated experience of their corporate general management in managing large dollar, highly complex, multi-tasked, multi-disciplinary contracts and in resolving the kind of the problems that can be expected to occur in the performance of this requirement.

M.4 EVALUATION OF CONTRACT OPTIONS (EPAAR 1552.217-70) (APR 1984)

For award purposes, in addition to an offeror's response to the basic requirement, the Government will evaluate its response to all options, both technical and cost. Evaluation of options will not obligate the Government to exercise the options. For this solicitation the options are as specified in Section H.

M.5 SMALL DISADVANTAGED BUSINESS PARTICIPATION EVALUATION FACTOR (EPAAR 1552.219-74) (OCT 2000)

Under this factor [or subfactor, if appropriate], offerors will be evaluated based on the demonstrated extent of participation of small disadvantaged business (SDB) concerns in the performance of the contract in each of the authorized and applicable North American Industry Classification System (NAICS) Industry Subsectors as determined by the Department of Commerce. As part of this evaluation, offerors will be evaluated based on:

- (1) The extent to which SDB concerns are specifically identified to participate in the performance of the contract;
- (2) The extent of the commitment to use SDB concerns in the performance of the contract (enforceable commitments will be weighed more heavily than nonenforceable commitments);
- (3) The complexity and variety of the work the SDB concerns are to perform under the contract;
- (4) The realism of the proposal to use SDB concerns in the performance of the contract; and
- (5) The extent of participation of SDB concerns, at the prime contractor and subcontractor level, in the performance of the contract (in the authorized and applicable NAICS Industry Subsectors in terms of dollars and percentages of the total contract value).

M.6 EVALUATION OF CONFLICT OF INTEREST PLAN (RACS-M-96-1)

The Conflict of Interest Plan as described in Section L will be evaluated as technically acceptable or unacceptable as a matter of responsibility. Notwithstanding the evaluation of an offeror's cost, an offeror that submits a plan that is technically unacceptable will not be eligible for a contract award. Contractor COI plans must meet the minimum standards described.

M.7 CONTRACT AWARD ON INITIAL PROPOSALS

The government intends to award a contract(s) on the basis of initial offerors received without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

M.8 MINIMUM STANDARDS FOR EPA CONTRACTORS' COI PLANS**1. PURPOSE**

The Environmental Protection Agency (EPA) has identified a need to avoid, neutralize, or mitigate actual and potential contractor conflicts of interest (COI). To accomplish this, contractors are required to have a COI plan for identifying and reporting actual and potential COI. The purpose of this document is to set forth the minimum standards for a contractor's COI plan.

2. COI PLAN

The contractor's COI Plan is a document which describes the procedures a company uses to identify and report COI. Generally, a contractor's corporate COI plan will describe how a company, in its entirety, addresses conflicts, and will not be contract or program specific. The plan may also describe the options a company will consider proposing to avoid, neutralize, or mitigate a COI whenever a conflict is identified. The plan will be evaluated and approved by the applicable EPA Contracting Officer (CO) if the COI Plan meets the EPA's minimum requirements for detecting and reporting conflicts of interest. Contractors' COI Plans should be identified by a version number and date, as appropriate. EPA should be advised of the version number, date, and applicable CO for any previously approved COI plan.

3. MINIMUM STANDARDS FOR CONTRACTORS' COI PLANS

A. Corporate Structure

The COI Plan shall describe any parent relationship and list all affiliates, subsidiaries, and sister companies, etc. Generally, this need not exceed three corporate tiers, unless a relationship exists beyond three tiers that would potentially create a conflict. In such a case, relationships beyond three tiers should also be included in the COI Plan.

Contractors should report changes in its corporate structure to the Agency throughout contract performance. Contractors are invited to include under this section a company profile. The profile should discuss all pertinent information relevant to COI including a summary of a contractor's primary and/or environmental business functions and activities. This background information will be very useful to COs when evaluating whether or not a contractor has a COI.

B. Searching and Identifying COI

The COI Plan shall include a requirement describing when a COI search must be performed by company personnel and clearly identify the procedures to be followed. The searching requirement shall encompass all work related to all clients for whom work was performed over the past three years, all current work, all sites (if applicable), and any future work reflected in marketing proposals. Contractors must search their records over the past 36 months, or through all available records for a new company until 36 months of records are accumulated, from the time of receipt of the work from EPA. However, contractors are encouraged to search back as far as a company's records cover.

C. Data Base

The COI Plan shall require a data base that includes all necessary information for a contractor to review its past work (at a minimum over the

past 36 months or through all available records for a new company until 36 months of records are accumulated), work in progress, and work the company may be pursuing under any marketing proposals. This requirement does not establish any particular type or kind of retrieval system, however, the data base shall contain, at a minimum, the following information and capabilities.

- (1) a list of the company's past and public clients;
- (2) a description of the type(s) of work that was performed and any other pertinent information;
- (3) a list of the past sites (when applicable) a contractor has worked on;
- (4) a list of site name(s) (when applicable) related to any work performed;
- (5) the ability to search and retrieve the information in the data base; and
- (6) dollar value of work performed.
- (7) identification of all EPA ESS, REPA or RACs contracts on which the offeror is or has been performing work as a prime or subcontractor.

If applicable, the COI Plan shall include provisions for supplemental searches of parent, affiliate, subsidiary, or sister company records. The COI Plan shall also describe any cross-checks used by the company when searching COI issues.

D. Personal Certification

At a minimum, the COI Plan shall require ALL employees of the company performing work under an EPA Superfund and/or Non-Superfund contract, including work on a site, work relating to a site, work pertaining to a CERCLA/RCRA action, or work that may endanger a CERCLA enforcement action, to sign a personal certification. EPA recommends a policy whereby all company employees are required to sign such a certification rather than only those employees working under an EPA contract. The certification shall require at a minimum, that the individual agrees to report to the proper company authority any personal COI and that the individual has read and understands the company's COI Plan and procedures. Employee certifications shall be retained by the company.

E. Work Assignment (WA), Technical Direction Document (TDD), or Task Order (TO) Notification and Certification

The COI Plan shall describe the process the company requires for notifying the Agency prior to beginning work, and for submission of its WA/TDD/TO certification within 20 days of receipt of the work from EPA.

NOTE: WA/TDD/TO certifications are NOT required if the contract contains an annual certification requirement. Nevertheless, the contractor's COI Plan should address the procedures to be followed for WA/TDD/TO certifications.

F. Annual Certification

The COI Plan shall describe the process the company requires for submission of its annual certification.

NOTE: Annual certification is NOT required if the contract contains a WA/TDD/TO certification requirement. Nevertheless, the contractor's COI Plan should address the procedures to be followed for annual certifications.

G. Notification and Documentation

The COI Plan shall clearly delineate the official within the company responsible for making COI determinations. Generally, this would be someone at a middle to upper level of management. The responsible official shall be free of any personal conflicts for the purpose of making COI determinations, e.g., a program manager who receives bonuses based on the total amount of sales may not be free of conflicts.

The plan shall clearly identify the process that is required when notifying the EPA of any actual or potential COI and the actions that the company has taken or will take to avoid, neutralize, or mitigate the conflict. In addition, the contractor shall document all COI searches related to EPA work, whether or not an actual or potential COI has been identified.

H. Training

The COI Plan shall require all employees of the company to receive basic COI training and that each employee receive COI awareness training at least annually. The company's COI Plan shall be available for all employees to review. Annual awareness training shall include, at a minimum, a review of the certification language and any changes that may have occurred in the company's COI Plan. In addition, companies are encouraged to routinely disseminate to their employees current COI information.

I. Subcontractor's COI Plans

The COI Plan shall describe the process and mechanism by which the company will monitor its subcontractors to ensure all subcontractors are complying with the COI provisions in their contracts. It is important that subcontractors identify and report COI as well as submit Limitation of Future Contracting (LOFC) requests for approval.

ATTACHMENT 1

PAST PERFORMANCE INFORMATION

PAST PERFORMANCE QUESTIONNAIRE
SOURCE SELECTION SENSITIVE INFORMATION

Name of Offeror: _____

Contract Information
(Supplied by offeror in proposal)

Name of Contractor: _____
Contract Number: _____
Contract Title: _____
Contract Value: _____

Type of Contract: _____ **Period of Performance:** _____
The ratings below are supplied by the contractor identified above, NOT the offeror.

Performance Elements	N/A	Outstanding	Good	Satisfactory	Marginal	Unsatisfactory
1. Quality of Product or Service						
2. Timeliness of Performance						
3. Effectiveness of Management (including subcontractors)						
4. Initiative in Meeting Requirements						
5. Response to Technical Direction						
6. Responsiveness to Performance Problems						
7. Compliance with Cost Estimates						

8. Customer Satisfaction						
9. Overall Performance						

10. Remarks on outstanding performance:

(Provide data supporting this observation; you may continue on a separate sheet if needed.)

11. Remarks on unsatisfactory performance:

(Provide data supporting this observation; you may continue on a separate sheet if needed.)

12. Please identify any corporate affiliations with the offeror.

13. Would you do business with _____ again?
(insert offeror's name)

14. Information provided by:

Name

Title

Mailing Address (Street & P.O. Box)

City, State and Zip Code

Time of Call

Telephone & Fax Numbers

15. Questionnaire completed by:

Name of EPA Employee

Signature of EPA Employee

Title

Date Questionnaire Completed

ATTACHMENT 2

INVOICE PREPARATION INSTRUCTIONS

**INVOICE PREPARATION INSTRUCTIONS
SF 1034**

The information which a contractor is required to submit in its Standard Form 1034 is set forth as follows:

- (1) **U.S. Department, Bureau, or establishment and location** - insert the names and address of the servicing finance office unless the contract specifically provides otherwise.
- (2) **Date Voucher Prepared** - insert date on which the public voucher is prepared and submitted.
- (3) **Contract/Delivery Order Number and Date** - insert the number and date of the contract and delivery order, if applicable, under which reimbursement is claimed.
- (4) **Requisition Number and Date** - leave blank.
- (5) **Voucher Number** - insert the appropriate serial number of the voucher. A separate series of consecutive numbers, beginning with Number 1, shall be used by the contractor for each new contract. When an original voucher was submitted, but not paid in full because of suspended costs, resubmission vouchers should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" as the last character of the number. If there is more than one resubmission, use the appropriate suffix (R2, R3, etc.)
- (6) **Schedule Number; Paid By; Date Invoice Received** - leave blank.
- (7) **Discount Terms** - enter terms of discount, if applicable.
- (8) **Payee's Account Number** - this space may be used by the contractor to record the account or job number(s) assigned to the contract or may be left blank.
- (9) **Payee's Name and Address** - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.
- (10) **Shipped From; To; Weight Government B/L Number** - insert for supply contracts.
- (11) **Date of Delivery or Service** - show the month, day and year, beginning and ending dates of incurrence of costs claimed for

reimbursement. Adjustments to costs for prior periods should identify the period applicable to their incurrence, e.g., revised provisional or final indirect cost rates, award fee, etc.

- (12) **Articles and Services** - insert the following: "For detail, see Standard Form 1035 total amount claimed transferred from Page _____ of Standard Form 1035." Type "COST REIMBURSABLE-PROVISIONAL PAYMENT" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-PROVISIONAL PAYMENT" on the Interim public vouchers. Type "COST REIMBURSABLE-COMPLETION VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-COMPLETION VOUCHER" on the Completion public voucher. Type "COST REIMBURSABLE-FINAL VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-FINAL VOUCHER" on the Final public voucher. Type the following certification, signed by an authorized official, on the face of the Standard Form 1034.

"I certify that all payments requested are for appropriate purposes and in accordance with the agreements set forth in the contract."

(Name of Official)

(Title)

- (13) **Quantity; Unit Price** - insert for supply contracts.
- (14) **Amount** - insert the amount claimed for the period indicated in (11) above.

**INVOICE PREPARATION INSTRUCTIONS
SF 1035**

The information which a contractor is required to submit in its Standard Form 1035 is set forth as follows:

- (1) **U.S. Department, Bureau, or Establishment** - insert the name and address of the servicing finance office.
- (2) **Voucher Number** - insert the voucher number as shown on the Standard Form 1034.
- (3) **Schedule Number** - leave blank.
- (4) **Sheet Number** - insert the sheet number if more than one sheet is used in numerical sequence. Use as many sheets as necessary to show the information required.
- (5) **Number and Date of Order** - insert payee's name and address as in the Standard Form 1034.
- (6) **Articles or Services** - insert the contract number as in the Standard Form 1034.
- (7) **Amount** - insert the latest estimated cost, fee (fixed, base, or award, as applicable), total contract value, and amount and type of fee payable (as applicable).
- (8) **A summary of claimed current and cumulative costs and fee by major cost element.** Include the rate(s) at which indirect costs are claimed and indicate the base of each by identifying the line of costs to which each is applied. The rates invoiced should be as specified in the contract or by a rate agreement negotiated by EPA's Cost Policy and Rate Negotiation Branch.
- (9) The **fee** shall be determined in accordance with instructions appearing in the contract.

NOTE: Amounts claimed on vouchers must be based on records maintained by the contractor to show by major cost element the amounts claimed for reimbursement for each applicable contract. The records must be maintained based on the contractor's fiscal year and should include reconciliations of any differences between the costs incurred per books and amounts claimed for reimbursement. A memorandum record reconciling the total indirect cost(s) claimed should also be maintained.

SUPPORTING SCHEDULES FOR COST REIMBURSEMENT CONTRACTS

The following backup information is required as an attachment to the invoice as shown by category of cost:

Direct Labor - identify the number of hours (by contractor labor category and total) and the total direct labor dollars billed for the period in the invoice.

Indirect Cost Rates - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

Subcontracts - identify the major cost elements for each subcontract.

Other Direct Costs - when the cost for an individual cost (e.g., photocopying, material and supplies, telephone usage) exceeds \$1,000 per the invoice period, provide a detailed explanation for that cost category.

Contractor Acquired Equipment (if authorized by the contract) - identify by item the quantities, unit prices, and total dollars billed.

Contractor Acquired Software (if authorized by the contract) - identify by item the quantities, unit prices, and total dollars billed.

Travel - when travel costs exceed \$2,000 per invoice period, identify by trip, the number of travellers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed. Detailed reporting is not required for local travel.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: For other than small business concerns, amounts claimed for purchased material and subcontracted items should be based on the cash disbursed by the contractor. These costs cannot be billed to the Government until paid for by the contractor. Any of these costs billed to the Government prior to being paid in cash, in addition to their associated indirect costs, will be considered improper charges and will be suspended until evidence of cash payment is provided. Similarly, any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

SUPPORTING SCHEDULES FOR FIXED-RATE CONTRACTS

The following backup information is required as an attachment to the invoice as shown by category of cost:

Direct Labor - identify by labor category the number of hours, fixed hourly rate, and the total dollars billed for the period of the invoice.

Subcontracts - identify the major cost elements for each subcontract.

Other Direct Costs - when the cost for an individual cost (e.g., photocopying, material and supplies, telephone usage) exceeds \$1,000 per the invoice period, provide a detailed explanation for that cost category.

Indirect Cost Rates - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

Contractor Acquired Equipment - identify by item the quantities, unit prices, and total dollars billed.

Contractor Acquired Software - identify by item the quantities, unit prices, and total dollars billed.

Travel - when travel costs exceed \$2,000 per invoice period, identify by trip, the number of travellers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed. Detailed reporting is not required for local travel.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: For other than small business concerns, amounts claimed for purchased material and subcontracted items should be based on the cash disbursed by the contractor. These costs cannot be billed to the Government until paid for by the contractor. Any of these costs billed to the Government prior to being paid in cash, in addition to their associated indirect costs, will be considered improper charges and will be suspended until evidence of cash payment is provided. Similarly, any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

RESUBMISSIONS

When an original voucher was submitted, but not paid in full because of suspended costs and after receipt of a letter of removal of suspension, resubmissions of any previously claimed amounts which were suspended should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" with the copy of the removal of suspension notice. The amounts should be shown under the appropriate cost category and include all appropriate supplemental schedules. NOTE: All disallowances must be identified as such in the accounting system through journal entries.

Voucher resubmittals may also occur as a result of: (1) a new indirect cost rate agreement; or (2) adjustments to previously billed direct cost rates due to audit resolution. Such claims should be submitted in a separate invoice or request for contractor financing payment number. They should include supplemental schedules showing the previously adjusted amounts by contract period. If the resubmission is based on a new rate agreement, a copy of the agreement should be attached. Costs must be identified by delivery order or work assignment where appropriate. If the contract is Superfund-related, voucher resubmittals shall also identify the amount claimed against each Superfund site and non-site-specific activity.

COMPLETION VOUCHERS

Submit a completion voucher when all performance provisions of the contract are physically complete, when the final report (if required) is accepted, and when all direct costs have been incurred and booked. Indirect costs may be claimed at the provisional rates, if final rates are not yet available. Contractors must identify these vouchers by typing "Completion Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing total costs claimed by delivery order and in total for the contract.

In addition to the completion voucher, the contractor must submit an original and two copies of EPA Form 1900-10, Contractor's Cumulative Claim and Reconciliation showing the total cumulative costs claimed under the contract.

The information which a contractor is required to submit in its EPA Form 1900-10 is set forth as follows:

- (1) **Contractor's Name and Address** - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.
- (2) **Contract Number** - insert the number of the contract under which reimbursement is claimed.
- (3) First voucher number and completion voucher number.

- (4) Total amount of cost claimed for each cost element category through the completion voucher.
- (5) Total Fee awarded.
- (6) Amount of indirect costs calculated using negotiated final indirect cost rate(s) and/or provisional rate(s) as specified in the contract, if final rate(s) are not yet negotiated for any fiscal period.
- (7) Fiscal year.
- (8) Indirect cost center.
- (9) Appropriate basis for allocation.
- (10) Negotiated final indirect cost rate(s) or provisional indirect cost rate(s).
- (11) Signature.
- (12) Official title.
- (13) Date.

FINAL VOUCHER AND CLOSING DOCUMENTS

After completion of the final audit and all suspensions and/or audit exceptions have been resolved as to the final allowable costs and fee, including establishment of final indirect cost rate(s) for all periods the contractor shall prepare a final voucher including any adjustments to vouchered costs necessitated by the final settlement of the contract price. Contractors must identify these vouchers by typing "Final Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing final total costs claimed by delivery order and in total for the contract. The contractor shall also provide an original and two copies of an updated EPA Form 1900-10, Contractors Cumulative Claim and Reconciliation, showing the total negotiated, cumulative costs for the contract. Indirect costs shall be included at the final negotiated rates.

In addition to the final voucher, the contractor must submit an original and two copies of the Contractor's Release; Assignee's Release, if applicable; the Contractor's Assignment of Refunds, Rebates, Credits and other Amounts; the Assignee's Assignment of Refunds, Rebates, Credits and other Amounts, if applicable; and the Contractor's Affidavit of Waiver of Lien, when required by the contract.

ATTACHMENT 3

MINIMUM STANDARDS FOR COI PLAN

**MINIMUM STANDARDS FOR EPA CONTRACTORS'
CONFLICT OF INTEREST PLANS**

1. PURPOSE

The Environmental Protection Agency (EPA) has identified a need to avoid, neutralize, or mitigate actual and potential contractor conflicts of interest (COI). To accomplish this, contractors are required to have a COI plan for identifying and reporting actual and potential COI. The purpose of this document is to set forth the minimum standards for a contractor's COI plan.

2. COI PLAN

The contractor's COI Plan is a document which describes the procedures a company uses to identify and report COI. Generally, a contractor's corporate COI plan will describe how a company, in its entirety, addresses conflicts, and will not be contract or program specific. The plan may also describe the options a company will consider proposing to avoid, neutralize, or mitigate a COI whenever a conflict is identified. The plan will be evaluated and approved by the applicable EPA Contracting Officer (CO) if the COI Plan meets the EPA's minimum requirements for detecting and reporting conflicts of interest. Contractors' COI Plans should be identified by a version number and date, as appropriate. EPA should be advised of the version number, date, and applicable CO for any previously approved COI plan.

3. MINIMUM STANDARDS FOR CONTRACTORS' COI PLANS

A. Corporate Structure

The COI Plan shall describe any parent relationship and list all affiliates, subsidiaries, and sister companies, etc. Generally, this need not exceed three corporate tiers, unless a relationship exists beyond three tiers that would potentially create a conflict. In such a case, relationships beyond three tiers should also be included in the COI Plan.

Contractors should report changes in its corporate structure to the Agency throughout contract performance. Contractors are invited to include under this section a company profile. The profile should discuss all pertinent information relevant to COI including a summary of a contractor's primary and/or environmental business functions and activities. This background information will be very useful to COs when evaluating whether or not a contractor has a COI.

B. Searching and Identifying COI

The COI Plan shall include a requirement describing when a COI search must be performed by company personnel and clearly identify the procedures to be followed. The searching requirement shall encompass all work related to all clients for whom work was performed over the past three years, all current work, all sites (if applicable), and any future work reflected in marketing proposals. Contractors must search their records over the past 36 months, or through all available records for a new company until 36 months of records are accumulated, from the

time of receipt of the work from EPA. However, contractors are encouraged to search back as far as a company's records cover.

C. Data Base

The COI Plan shall require a data base that includes all necessary information for a contractor to review its past work (at a minimum over the past 36 months or through all available records for a new company until 36 months of records are accumulated), work in progress, and work the company may be pursuing under any marketing proposals. This requirement does not establish any particular type or kind of retrieval system, however, the data base shall contain, at a minimum, the following information and capabilities.

- (1) a list of the company's past and public clients;
- (2) a description of the type(s) of work that was performed and any other pertinent information;
- (3) a list of the past sites (when applicable) a contractor has worked on;
- (4) a list of site name(s) (when applicable) related to any work performed;
- (5) the ability to search and retrieve the information in the data base; and
- (6) dollar value of work performed.
- (7) identification of all EPA ESS, REPA or RACs contracts on which the offeror is or has been performing work as a prime or subcontractor.

If applicable, the COI Plan shall include provisions for supplemental searches of parent, affiliate, subsidiary, or sister company records. The COI Plan shall also describe any cross-checks used by the company when searching COI issues.

D. Personal Certification

At a minimum, the COI Plan shall require ALL employees of the company performing work under an EPA Superfund and/or Non-Superfund contract, including work on a site, work relating to a site, work pertaining to a CERCLA/RCRA action, or work that may endanger a CERCLA enforcement action, to sign a personal certification. EPA recommends a policy whereby all company employees are required to sign such a certification rather than only those employees working under an EPA contract. The certification shall require at a minimum, that the individual agrees to report to the proper company authority any personal COI and that the individual has read and understands the company's COI Plan and procedures. Employee certifications shall be retained by the company.

E. Work Assignment (WA), Technical Direction Document (TDD), or Task Order (TO) Notification and Certification

The COI Plan shall describe the process the company requires for notifying the Agency prior to beginning work, and for submission of its WA/TDD/TO certification within 20 days of receipt of the work from EPA.

NOTE: WA/TDD/TO certifications are NOT required if the contract contains an annual certification requirement. Nevertheless, the

contractor's COI Plan should address the procedures to be followed for WA/TDD/TO certifications.

F. Annual Certification

The COI Plan shall describe the process the company requires for submission of its annual certification.

NOTE: Annual certification is NOT required if the contract contains a WA/TDD/TO certification requirement. Nevertheless, the contractor's COI Plan should address the procedures to be followed for annual certifications.

G. Notification and Documentation

The COI Plan shall clearly delineate the official within the company responsible for making COI determinations. Generally, this would be someone at a middle to upper level of management. The responsible official shall be free of any personal conflicts for the purpose of making COI determinations, e.g., a program manager who receives bonuses based on the total amount of sales may not be free of conflicts.

The plan shall clearly identify the process that is required when notifying the EPA of any actual or potential COI and the actions that the company has taken or will take to avoid, neutralize, or mitigate the conflict. In addition, the contractor shall document all COI searches related to EPA work, whether or not an actual or potential COI has been identified.

H. Training

The COI Plan shall require all employees of the company to receive basic COI training and that each employee receive COI awareness training at least annually. The company's COI Plan shall be available for all employees to review. Annual awareness training shall include, at a minimum, a review of the certification language and any changes that may have occurred in the company's COI Plan. In addition, companies are encouraged to routinely disseminate to their employees current COI information.

I. Subcontractor's COI Plans

The COI Plan shall describe the process and mechanism by which the company will monitor its subcontractors to ensure all subcontractors are complying with the COI provisions in their contracts. It is important that subcontractors identify and report COI as well as submit Limitation of Future Contracting (LOFC) requests for approval.

ATTACHMENT 4

STATEMENT OF WORK

STATEMENT OF WORK
OFFICE OF SITE REMEDIATION ENFORCEMENT-2
(OSRE-2) CONTRACT

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**OFFICE OF SITE REMEDIATION ENFORCEMENT
OSRE-2
STATEMENT OF WORK**

I. INTRODUCTION

1. Background

This statement of work (SOW) is issued as the successor to the existing OSRE-1 SOW. For analytical, managerial, and technical services performed pursuant to this contract statement of work, the contractor shall perform in accordance with all environmental statutes as applicable (e.g., Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments Reauthorization Act (SARA), Resource Conservation and Recovery Act (RCRA) Corrective Action, Clean Water Act (CWA), Oil Pollution Act (OPA), Leaking Underground Storage Tanks (LUST), or successor statutes.

2. Purpose

The purpose of this procurement is to obtain analytical, technical, and management services for EPA's Office of Site Remediation Enforcement (OSRE) that support remediation efforts to plan, implement, and enforce programs, strategies, guidance, and regulations under the Agency's statutes described in the background statement. EPA will use this contract to acquire assistance in developing nationwide implementation strategies, monitoring regional and state activities, and providing enforcement support. This assistance shall involve analytical support used by EPA in implementing any policies, regulations, or guidance pertaining to EPA Enforcement activities under CERCLA, RCRA Corrective Action, LUST, or OPA or future re-authorizations or amendments.

"Site Remediation" means environmental cleanup. The statutes listed above deal with sites where there's been a migration or a release, or a threat of release of hazardous substances into the environment. Which statute to use depends on what kind of release there's been and from where.

"Enforcement" is when EPA investigates the identity of, and negotiates with parties to do the cleanup or to recover the costs of a cleanup. For more information you may peruse our world wide web site: <http://www.epa.gov/oeca/osre> to learn more about the office.

3. Scope

The contractor shall provide analytical and program advisory and assistance services within one or more of the thirteen (13) major task categories in support of OSRE's major compliance and enforcement activities. The contractor shall implement a quality assurance program adequate to ensure that documents/deliverables/work are of a quality suitable for their intended purpose. The documents shall be complete, accurate, and delivered on time. The contracting officer will issue work assignments for all work required under this SOW in accordance with the terms and conditions of the contract. OSRE shall review and approve all analyses, recommendations, reports, training and seminar materials, and any other work products in draft form prior to use or distribution. The Government will make all regulatory, FOIA, policy and interpretative decisions resulting from contractor-provided advice and assistance

provided under this SOW as well as all decisions regarding compliance determinations or the existence or violations of an order, law, regulation, etc. The contractor shall not draft any policies or guidance, or provide legal advice or legal interpretations. When conducting training, seminars and presentations, the contractor shall not interpret EPA policy or regulations and any questions about EPA policy and regulations shall be referred to EPA. The contractor shall not publish or otherwise release, use, or disclose any work product generated under this SOW without obtaining EPA's express written approval. When submitting reports or documents that contain recommendations, the contractor shall:

- explain or rank alternatives
- describe procedures used to arrive at analyses/recommendations
- summarize the substance of deliberations
- report any dissenting news
- list sources relied upon
- detail the methods and considerations upon which the recommendations are based.

II. TECHNICAL REQUIREMENTS

The technical requirements categories are as follows:

1. Program Planning/Evaluation and Trend Analysis
 - A. Program Planning
 - B. Evaluation and Trend Analysis
2. Program and Information Management Support
3. General Management Support
4. Policy, Regulation, and Guidance Support
5. Training/Conference and Meeting Support
6. Negotiations and Settlement Support
7. Cost Recovery and PRP Search Support
8. General Compliance and Enforcement Support
9. Alternative Dispute Resolution
10. State Programs Support
11. Economic and Cost Analysis
12. Community Based Environmental Protection and Environmental Justice Support
13. Records Management

The following describes the thirteen (13) categories of tasks the contractor may be required to perform under specific work assignments. The contractor shall perform in accordance with the individual work assignment approved by the contracting officer. Reports, analyses, recommendations and other written deliverables resulting from this support contract shall be clear, concise, well-organized, and complete. As a minimum deliverable documents shall: a) explain or rank alternatives, if any; b) describe procedures used to arrive at analyses/recommendations; c) summarize the substance of deliberations; d) report any dissenting views; e) list sources relied upon; f) make clear the methods upon which conclusions/recommendations are based.

1. Program Planning/Evaluation and Trend Analysis
 - A. Program Planning

The contractor shall provide support for EPA's effective implementation

of CERCLA, LUST, RCRA Corrective Action, and OPA Enforcement and Compliance requirements through the use of program evaluations. The contractor shall:

- a. Develop reports, compile documents, and prepare preliminary analysis of findings to assist EPA in its preparation to conduct quality assurance and program evaluation reviews of program activities. Reviews can be of various topics and parties both internal and external to EPA.
- b. Develop options for methods to measure and evaluate the resources and expertise required to be used by EPA in successfully implementing the enforcement programs and providing feedback to stakeholders.
- c. Compile and analyze enforcement information from existing databases and case files for EPA's use in achieving enforcement goals.
- d. Measure program activities in terms of outputs and prepare statistical analyses of outputs through standardization of custom reports and analyses. Outputs and statistical analyses shall conform to the Agency's GPRA goals and measures.
- e. Develop computer applications or spreadsheet tracking models for EPA's use in monitoring and evaluating the implementation of Superfund, OPA, RCRA Corrective Action and LUST enforcement and compliance programs. The tracking models will analyze various enforcement and compliance information and statistics relating to specific program areas within the Superfund, OPA, RCRA Corrective Action and LUST enforcement and compliance programs not tracked by other systems, such as de minimis settlements or Superfund reforms. The models will follow requirements of EPA, States, private parties, and other agencies.
- f. Compile data and perform analyses for EPA's use in evaluating the enforcement programs.
- g. Analyze and provide bases of results of the current Superfund, RCRA Corrective Action, OPA, and LUST program implementation for EPA's use.
- h. Review and analyze State and Regional enforcement programs against Agency policy to determine national consistency which will assist EPA in the development of modifications to bring uniformity to the States and Regions.
- i. Develop a settlement analysis model database for EPA's use in evaluating proposed Superfund settlements. Settlements may involve litigative risk, cost, or strength of evidence issues.
- j. Develop draft enforcement data management reports and develop options for management tools for Headquarters, Regional, or State Managers to enable them to effectively evaluate the Programs performance.
- k. Conduct research, interviews, and data analyses to support EPA's strategic planning, goal setting, program assessment, training needs, and policy needs. In addition, the contractor shall perform economic or statistical analyses of the impact on EPA, other Federal Agencies, and the private sector relating to proposed CERCLA, RCRA Corrective Action, LUST, and OPA enforcement and compliance legislation, regulations,

policies, or procedures. Interviews will be conducted according to OPM's guidance. The Paperwork Reduction Act applies for all surveys conducted.

1. Review and compare existing and proposed legislation, rules, or policies associated with the CERCLA, RCRA Corrective Action, LUST, and OPA enforcement and compliance programs by collecting data on the similarities and differences among and between programs to facilitate EPA's merging of policies across the program.
- m. Conduct research, interviews, and data analyses to support OSRE's Quality Assurance system. Develop draft quality management plans, data quality objectives, quality assurance program plans, and supporting documentation for OSRE's submission to the Quality Assurance Division for their review of OSRE's Quality Assurance System. These documents will be submitted in accordance with the Guidance for Use of Higher-Level Contract Quality Requirements in Acquisitions.

B. Evaluation and Trends Analysis

OSRE provides overall program management and support for the enforcement program by developing and maintaining the systems necessary to manage and support the program. These systems include program planning tools and financial planning tools. In developing and maintaining each of these, OSRE must coordinate with the Regions, other EPA program offices, other Federal agencies, and States.

The contractor shall:

- a. Review and compile EPA financial data for EPA's use in evaluating the cost implications of national enforcement and compliance guidance and policy alternatives.
- b. Produce status reports to show contract obligations for CERCLA activities. Correlate obligations with SCAP and Government Performance and Results Act (GPRA) activities, and integrate them into CERCLIS.
- c. Provide analysis of enforcement and compliance documentation procedures for EPA's use in supporting technical and administrative enforcement actions.
- d. Consolidate and organize briefing materials and develop graphics for use by EPA's Enforcement and Compliance management and other parties.

2. Program and Information Management Support

The contractor shall support the program and information management functions of the Office of Site Remediation Enforcement, including support for program management and management of data collected in the course of investigations and enforcement activities conducted under CERCLA, RCRA Corrective Action, other applicable site remediation enforcement statutes, and other mandates and statutes impacting OSRE. The contractor shall follow program policy and guidance and use EPA information systems such as CERCLIS and RCRIS to perform work that includes data collection, analyses, manipulation, technical analyses, quality control and quality assurance, and documentation. The

contractor shall comply with US EPA Directive 2160 Records Management Manual and any applicable regulations, directives and guidance documents. The contractor shall adhere to EPAAR 1552.210-79 concerning compliance with EPA policies for Information Resources Management; the EPA 2100 Information Resources Management Policy Manual, approval date 7/21/87; System Design and Development guidance, dated 6/89; the Operations and Management Manual, dated 4/90. Upon completion of the contract, any data bases or systems developed by the contractor for EPA shall be transferred to EPA.

The contractor shall use and maintain computer software which is approved and in general use by the Environmental Protection Agency. Subsequent versions or new software packages shall be incorporated into the efforts conducted in this SOW as identified in Work Assignments. These software packages shall routinely be used to enter, track, or retrieve information and data developed during the course of this SOW to comply with Agency standards. Activities under this SOW do not include system design, development or maintenance as defined in OSWER Life-Cycle Management Manual.

As a minimum, the contractor shall be able to provide electronic deliverables in the following formats: Word Perfect 98 and Lotus 123 Version 5.

The contractor shall:

- a. Provide support in developing automated and management information systems and record management systems.
- b. Provide support to EPA by preparing analyses of government workload and program trends for EPA's use in managing and evaluating the enforcement and compliance programs.
- c. Develop, maintain, and enhance mainframe and LAN/WAN-based reports including specifications, programming, testing, user testing and maintenance documentation, and implementation for CERCLIS.
- d. Provide analyses by examining CERCLIS, IFMS, and Docket databases, enforcement information, and documents for EPA's use in developing program goals and performance management requirements and SCAP and GPRA.
- e. Provide report generation (automated and written) from CERCLIS, LAN-WAN information systems and databases, and other program management and information systems for EPA's use.
- f. Conduct computer searches and gather reference material and other data necessary in performing enforcement analytical support for EPA's use in analyzing the program.
- g. Develop training and workshop materials, including manuals and graphics, for CERCLIS, LAN, WAN information systems, and other CERCLA, RCRA Corrective Action, LUST, and OPA enforcement and compliance management and information systems, to be presented in training sessions to outside stakeholders. In addition, prepare questionnaires in consultation with the EPA WAM and interview the Regional staff on their training needs for EPA's use in determining training quality and needs relating to information management.

- h. Using techniques authorized by EPA's Quality Assurance Division in EPA Order 5360.1, perform data quality assessments for site remediation data in CERCLIS, LAN-WAN information systems, and other enforcement and compliance program management and information systems to ensure that the data is complete and current.
- i. Assist EPA in its development and/or maintenance of the data quality manuals for Superfund programs by updating the information in the manual and assembling new manuals.
- j. Compile accomplishment data to track enforcement progress relating to targets and estimates for program information management systems and accountability reports.
- k. Integrate non-OSRE data systems, such as the Docket, IDEA, RCRA Info, or IFMS, for EPA's use in remediation activities and events.
- l. Support EPA's development of program documents and procedural guidance aids by compiling and gathering information from existing reports, databases, interviewing EPA personnel, and/or preparing draft and final reports.
- m. Provide analyses by reviewing documents such as existing guidance, reports, and Agency trends in the Superfund program for the Agency's use.
- n. Design, program, and upload internet and intra-net based web sites for OSRE and various enforcement initiatives. Develop graphic art designs to illustrate pages within the web sites. Convert existing OSRE guidance documents, training materials, and handbooks into HTML, PDF, or graphical file formats for posting on internet and intranet-based web sites.
- o. Conduct data quality and procedure audits of OSRE data systems, such as CERCLIS, and provide analyses reports to be used by management to determine if proper operating procedures are in place.

3. General Management Support

The responsibility of OSRE is to effectively manage the OPA, CERCLA, RCRA Corrective Action, and LUST Enforcement Programs. To assist OSRE in performing their responsibility, the contractor shall provide analytical, technical, and management services. The contractor may be required to extract data from existing databases, create reports to meet Congressional, GAO, White House, and other office demands, present the data in graphic format, prepare briefing materials for management, and develop written reports summarizing the data. The contractor shall provide assistance in support of management in such activities as preparing reports generated from databases, gathering information from other sources; developing and performing Agency surveys; developing and assisting in analyses of Program initiatives, objectives, and information management; developing graphics, charts, and overheads that support the Program's initiatives.

The contractor shall:

- a. Attend meetings with Project Officer, Contracting Officer,

Contracting Specialist, Work Assignment Managers, and other personnel the Project Officer believes are warranted to discuss, resolve, identify, establish more efficient procedures, and address contract issues (e.g., cost, management, schedules, performance, and customer service).

b. Enhance and maintain various tracking systems. Enhancement of these systems may require review of other systems in use by OSRE, updating, revising, and reformatting the current system to meet the Agency's needs. Maintenance of these systems will include repairs and modifications to keep them running on a daily basis.

c. Provide administrative assistance to EPA in its preparation of and/or conducting meetings, training, briefings, conferences, or similar gatherings. Assistance may include a variety of activities. Examples are: facilitating meeting, taking notes for the Agency's used which could include verbatim note taking, recording action items, note taking to document files, preparing briefing materials such as handouts, overheads, slides, and statistical data; conducting training, evaluating the training course, assisting with the attendees list, recommending training requirements, determining audio/visual equipment requirements, assisting in the logistics, and assisting in the planning of training and conferences.

d. Provide draft ad hoc or special reports from databases such as CERCLIS, Docket, RCRIS, or IDEA for EPA's use in responding to the Agency, Congress, private, and public sector's requests. The contractor shall submit the reports from databases used by the Agency (CERCLIS, RCRIS). The contractor shall be required to sort administrative or project management data generated under this contract by different fields and to respond to EPA requests for information in the form of ad hoc reports. The level of activity associated with this work area shall be specified in an Ad hoc Report work assignment.

4. Policy, Regulation, and Guidance Support

Reports, analyses, and other written deliverables resulting from this support contract shall be clear, concise, well-organized, and complete. As a minimum deliverable documents shall: 1) explain or rank alternatives, if any; 2) describe procedures used to arrive at analyses/recommendations; 3) summarize the substance of deliberations; 4) report any dissenting views; 5) list sources relied upon; 6) make clear the methods upon which conclusions/analyses are based. To accomplish these outputs the contractor shall:

a. Provide legislative and regulatory research and support for legislation pertaining to CERCLA Enforcement and Compliance, RCRA Corrective Action, LUST Enforcement and Compliance, and the Oil Pollution Act Enforcement and Compliance, by reviewing and analyzing historic case research of Federal and State statutes and court decisions. Provide information searches from communities or public outreach for EPA's use in developing policies, guidance, and regulations for Enforcement and compliance activities.

b. Provide analyses and research of CERCLA, RCRA Corrective Action, LUST, and OPA enforcement and compliance program data, statutes, and research of case law (legal research) to support EPA's development of model documents such as orders, consent decrees, motions, and

legislative history for Enforcement and compliance activities in developing regulations, guidance, and case support.

c. Provide analyses and research of Enforcement program activities and impacts by comparing new legislation with CERCLA, RCRA and other related statutes for EPA's use in prioritizing guidance. This includes reviewing actual Regional activities and guidance to lay the groundwork for additional policy needs assessments.

d. Support EPA's development of CERCLA, RCRA Corrective Action, LUST, and OPA enforcement and compliance regulations, guidance, proposed legislation, policies, and case support by developing legislative histories, reviewing statutes, providing analyses and research and coordinating external reviews and public comment processes.

e. Coordinate/compile briefing materials on regulations, policies, and guidance relating to CERCLA, RCRA Corrective Action, LUST, and OPA enforcement and compliance.

f. Provide results of data obtained from interviews, research, EPA personnel, data systems, or publications for EPA's use in developing CERCLA, RCRA Corrective Action, LUST, and OPA enforcement and compliance policies, regulations and guidance.

g. Organize and convene stakeholders meetings, facilitate meetings, conferences, and round table discussions to assist EPA in gathering information to support program implementation. Conduct interviews, develop draft questionnaires, compile meeting summaries, research data to clarify issues from internal or external sources such as publications from national organizations, newspapers, or magazines, and provide legal research and review case law to support legislation.

h. Research and draft supporting statements for Information Collection Requests (ICR) required under the Paperwork Reduction Act (PRA) by the Office of Management and Budget (OMB) for CERCLA, RCRA Correction Action, LUST, and OPA enforcement and compliance survey initiatives. Design survey instruments to collect information from stakeholders outside of government to help evaluate OSRE's CERCLA, RCRA Correction Action, LUST, and OPA enforcement and compliance policies and guidance documents.

i. Conduct surveys and interviews with stakeholders outside of government to collect information for OSRE's CERCLA, RCRA Correction Action, LUST, and OPA enforcement and compliance policies and guidance documents. Compile survey information into program evaluation reports. The contractor shall follow the Paperwork Reduction Act guidance pertaining to how and when surveys can be conducted.

5. Training/Conference and Meeting Support

The contractor shall provide support in EPA's developing, delivering, and evaluating training pertaining to enforcement and compliance under CERCLA, OPA, RCRA Corrective Action and LUST to Headquarters, Regions, other Federal Agencies, States, and other interested parties for the Agency's use in determining training needs. This support may include OSRE Work Assignment Manager (WAM) training, programmatic enforcement and compliance training, budget planning, regulation, legislation, guidance information transfer, enforcement tool training, enforcement

liability and exemptions, stakeholder and community outreach (to better understand our process and provide input for improvement), cost recovery training, ability to pay, how to interact with stakeholders, negotiation skills, and procedures on how to reach consensus, facilitate support and training for issue resolution, and allocator training. Training course outlines shall at a minimum identify course objectives, major and supporting topics of instructions, and the methods of instruction. Course materials shall be clearly and directly in support of course objectives identified in work assignments. Updates, refinements and/or improvements to information technology system programs, tools and models shall be mathematically accurate, user-friendly for both data input and interpretation of the output, compatible with hardware/software in the existing processing environment, and thoroughly tested before submission to the WAM for further testing to ensure 100% functionality and operability for the purpose intended. The contractor shall ensure that the technical content of all material for training purposes, meetings or conferences, is in accordance with EPA technical directives or guidance documents to be provided to the contractor upon issuance of work assignments. The contractor shall adhere to GSA guidelines (FPMR 101-17.101-4) when providing meeting site/facilities activities.

The contractor shall produce presentation materials (e.g. agenda, schedules, handouts, charts, etc.), graphics and other documentation under this contract that are clearly and effectively in support of achieving specified objectives. Media quality, quantity and selection shall be appropriate and optimum for achieving effective communication and information transfer and shall consider as a minimum: the target audience (e.g. background, knowledge level, interests, audience size, etc.), conference/meeting facilities and environment, resources, availability, time efficiency and cost effectiveness. The contractor shall provide staff to attend any or all sessions of the meeting. The contractor shall take notes at the meeting and develop written proceedings.

The contractor shall:

- a. Format and conduct surveys of training needs of potential community audiences (e.g., cost recovery, PRP search, financial meetings, database personnel, Regional OSCs/RPMs, attorneys, State stakeholder, Headquarters OECA, OSWER, OAM, and FMD staff), and analyze and summarize results for the Agency's use in determining the need for training.
- b. Provide assistance in EPA's development of training and workshop materials by formatting EPA-produced materials into copy-ready materials. Such materials may include participant and instructor manuals, graphics, slides, overheads, satellite hookup, and videos (interactive, or the latest technologies). This task may involve the use of desk top publishing or other computer-assisted capabilities. All training materials shall be reviewed and approved by EPA prior to their use.
- c. Provide logistical support by locating facilities, assisting with advertising courses (the contractor shall submit all materials to EPA for approval prior to distribution), managing registration, securing equipment, and providing on-site assistance including personnel and equipment.

- d. Provide support by researching appropriate alternative delivery mechanisms, e.g. computer based training, laser disk, satellite training, and formatting training content for the chosen mechanism. Assist in developing or modifying existing courses in new mechanisms.
- e. Provide support in evaluating courses and training efforts by preparing reaction sheets, evaluation forms, and follow-up questionnaires in consultation with the WAM, conducting telephone interviews with Regional staff to evaluate courses, and develop and/or maintain databases. Provide option papers on training delivery systems or procedures based on evaluation surveys that indicate areas to be improved.
- f. Provide assistance in developing bulletins, calendars, and catalogs on training opportunities and activities, researching available courses, and formatting the information into a well-organized, easily-readable document based on information provided by the Agency.
- g. Provide audio-visual equipment, audio and visual recording equipment, computer equipment, or other supplies needed to make presentations for training and conferences. Provide support for replicating CD-ROMs to be used for training purposes, storage of documents in lieu of hard copies, for public dissemination and for public distribution.
- h. Participate in planning sessions for the purpose of scheduling seminars, conferences, or large meetings.
- i. Compile agendas, worksheets, and presentation materials such as schedules, conference notebooks, and proceedings of formal papers after EPA has provided content for such materials.

The areas of training activities may include the following:

- Bankruptcy in the Enforcement sector
- Brownfields
- CERCLA 101
- Corrective Action
- Cost Recovery
- Data Management and Quality Assurance
- Group Dynamics/Management
- New guidance/initiatives concerning enforcement support activities and data management
- Prospective Purchaser Act
- RCRA/CERCLA Statutes
- Records Management

6. Negotiations and Settlement Support

The contractor shall provide technical assistance to the Agency by providing data, for use by program personnel that will facilitate the negotiation of issues. As part of site specific negotiations and settlement activities, EPA staff have responsibility to develop model settlement documents, participate in nationally precedential cases, maintain files for background research, and prepare accomplishment reports for the Agency and Congress. The Agency also uses prospective purchasers, mixed funding, de minimis, de micromis, and other techniques as provided by legislation in negotiations and settlement activities.

The contractor shall:

- a. Search consent decrees or other enforcement settlement documents for relevant settlement information such as names of PRPs, site names, costs, and settlement provisions. Summarize the settlement information and analyze issues related to types of settlements or classes of defendants for EPA's use in determining settlements.
- b. Review and summarize administrative records, legislative history, and case law to provide background information and analyses for EPA's use in making litigation determinations.
- c. Prepare reports summarizing settlement issues for EPA's management use.
- d. Develop and implement data bases containing enforcement settlement documents for EPA's use in negotiations.
- e. Prepare "negotiations and settlement summary of issues reports" regarding all ten Regions based on information provided by EPA for negotiation purposes.
- f. Provide research, data collection, data compilation, prepare draft report of findings, and prepare draft or options for revisions to model settlement/enforcement documents for EPA's use in settlements.
- g. Tabulate and analyze, Administrative Reforms, Improvements, and Initiative efforts to assist EPA in negotiations and settlements.
- h. Provide support for Headquarters managed cases by distributing, compiling, and conducting Section 104(e) information gathering; providing research and analyses; gathering data on PRP searches, ability to pay, compliance assistance, negotiation support, cost recovery, and civil investigations.
- i. Provide support by maintaining central files for prospective purchasers, settlement payment allocations, mixed funding, and de minimis documents.
- j. Handle all logistics of arranging meetings with responsible parties including scheduling meetings, arranging facilities, notifying participants, note taking, preparing draft agenda based on EPA decisions/input, conducting interviews, and preparing summary reports.
- k. Provide assistance in collecting, reviewing, and analyzing data summaries; interviewing Regional, State, Federal government employees, internal and external stakeholders; preparing graphics, poster boards, speaker kits; and analyzing reports of findings and communication outreach tools to support EPA's Enforcement program tools, techniques, progress, or implementation.
- l. Provide support to EPA by conducting fact finding on litigation, addressing the causes of the litigation and providing options for avoiding future litigation. Support will include interviewing witnesses, researching case laws, conducting surveys, participating in and facilitating meetings, and developing reports.
- m. Provide assistance in collecting, reviewing, and analyzing

pleadings filed before the Environmental appeals Board under CERCLA, Section 106(b).

n. Provide financial analysis support to Superfund and RCRA Corrective Action Enforcement actions.

7. Cost Recovery and PRP Search Support

PRP searches include searching for generators, transporters, owners or operators, and checking their viability. The contractor shall perform PRP search support in accordance with the most current program guidance and with any subsequently issued guidance documents which pertain to PRP search work as well as the Department of Justice (DOJ) guidance and case law outline for the CERCLA elements of liability. At the time this SOW was prepared, the guidance documents available were:

- ☐ Potentially Responsible Party (PRP) Search Manual, OSWER Directive 9834.3-1A, August 1987; (Currently being revised (June 2001) and when published will supercede the August 1987 guidance)
- ☐ PRP Search Supplemental Guidance for Sites in the Superfund Remedial Program, (As mentioned above, the revision of the PRP Search Manual will eliminate the need for the 1989 Supplemental Guidance)
- ☐ Guidance on Preparing and Releasing Waste-in Lists and Volumetric Ranking to 1991 PRPs Under CERCLA, OSWER Directive 9835.16, February 22, 1991; and
- ☐ Elements of Liability Under Sections 104, 106, and 107 of CERCLA, U.S. Department of Justice.

In planning and implementing PRP search support activities, the contractor shall ensure consistency with EPA-developed plans guiding site enforcement activities which may be in existence, such as a Site Management Plan, PRP Search Plan, etc.

The contractor shall:

- a. Provide support in identifying, collating, copying, redacting EPA specified information, and assembling "work performed" documents (e.g., Statements of Work (SOWs), progress reports, correspondence) for EPA's use in preparing Cost Recovery projects and actions.
- b. Provide assistance in researching and assembling cost recovery documentation for Headquarters' managed cases or State-generated Decision Documents.
- c. Provide support in assembling cost recovery information and providing specialized reports from EPA resources for EPA's use in analyzing and resolving issues related to the cost recovery program and reviewing cost recovery procedures.
- d. Establish or maintain CERCLIS cost recovery reports for EPA's use. These reports may include charts outlining where costs/dollars are in the pipeline, evaluations of why costs are written off, and transaction cost analysis of EPA and PRPs and other States.
- e. Provide support by preparing draft documents and flow charts to

provide Remedial Project Managers, Cost Recovery or PRP Search Staff, FMD staff, On-Scene Coordinators, Project Officers, Federal and Defendant Attorneys, with an informative overview of the cost recovery process and quality assurance steps.

f. Provide assistance to CERCLIS data managers by providing summaries/ explanations of problems or issues that have been encountered in the course of using EPA data for cost recovery analysis.

g. Review data to identify deficiencies and weaknesses in the data and the systems, and to develop options for EPA's use in addressing those deficiencies or weaknesses.

h. Prepare synopses of cost recovery achievements such as settlements, cases referred, in litigation, non-viable cases, unfiled cases, planned filings (including non-settlers), costs as part of other settlements, oversight reimbursement, and revenue projections for EPA's management use.

i. Collect, compile, interview, research case law, other laws and facilitate meetings, develop statistics, reports or other information needed to evaluate the effectiveness of PRP searches, ability-to-pay, 104(e) letters and responses to help EPA develop options for guidance or program implementation.

j. Provide assistance in EPA's development of procedural manuals for Regions and external audiences on cost recovery by collecting and collating information, contacting various audiences, and assembling the manuals.

8. General Compliance and Enforcement Support

Contractor activities may include the following activities: review of incoming request letters; identification and retrieval of relevant files; review of files and copying of appropriate information; verification of document filing; preparation of routine, non-judgmental correspondence and assistance on complex requests. The contractor shall interact and coordinate information through all responsible EPA personnel to provide documented counts of all activity of FOIA. The contractor shall establish and maintain a database tracking system which will include: requesters' name, company name, date of receipt of FOIA requests, date of response, EPA staff responsible for responding to request, and monthly summaries.

Deliverables must be well organized and embody clarity of presentation and readability for all audiences for which the material is designed. The contractor shall:

a. Provide support for EPA's use in answering FOIA requests by collecting data and preparing routine, non-judgmental correspondence. EPA shall decide what data is release-able, sign letters, or prepare non-routine correspondence.

b. Provide expert witnesses and consultant support for multi-regional or national cases.

c. Provide support with follow-up and implementation activities related to individual studies after decisions are made by EPA. This

support may include performing background research and analyses for EPA's use in developing guidance, developing internal tracking systems, and gathering and organizing data.

d. Provide research and/or analysis to support EPA's issue paper development.

e. Provide assistance in the preparation of briefings (site-specific, Regional, and National), abstracts, and outreach materials to support presentations made by EPA staff to support national programs and initiatives. Support may include researching enforcement data, preparing briefing books, preparing graphics, summarizing data, preparing fact sheets, contacting the Regions, and drafting papers.

f. Provide assistance in the preparation of background materials and coordination support for EPA's use in developing guidance and regulatory packages. Assistance may include researching regulations, policies, guidance, case law, and policies.

g. Provide assistance in EPA's development of Superfund fact sheets, documents, and bulletins by providing reproduction, graphic, and distribution (preparing mailing lists, gathering information, stuffing envelopes, affixing labels) support.

h. Summarize meeting minutes, seminars, and conferences, and occasionally act as a facilitator.

i. Provide quick-turn around support on a variety of work products such as assisting in developing support materials for Congressional testimony by EPA officials, talking points for EPA presentations, ad hoc reports, charts, analysis, graphics, briefing materials and packages, story boards, and handouts.

j. Provide legal research and analysis for site-specific enforcement cases, including research done using legal data bases such as Lexis/Nexis, WestLaw, and ShadowLaw.

9. Alternative Dispute Resolution

The contractor shall support EPA in implementing Section 122 of CERCLA through the provision of ADR support services. The contractor shall prepare support documentation related to the conduct of ADR processes, including but not limited to, convening, mediation, non-binding fact-finding and non-binding arbitration. Under no circumstances shall the contractor act as EPA's representative in any phase of the ADR process. The contractor shall provide all materials, equipment, supplies and personnel required to identify qualified individuals to serve as Alternative Disputes Resolution (ADR) professionals for conducting case evaluations and the conduct of any ADR process, including but not limited to, convening, facilitation, mediation, allocation and stakeholder involvement processes.

As initiated by a work assignment, the contractor shall provide a list of 3-5 firms or individuals for consideration. ADR professionals must meet the general qualification requirements stated in the work assignment.. Additionally, the contractor shall include a detailed resume of the suggested firms or individuals, and a list of 2-4

references with addresses and phone numbers. In providing information noted in this paragraph, the contractor shall assume that time is of the essence to the parties, unless otherwise notified in the work assignment.

As appropriate for each work assignment, the contractor shall provide cost rates for all proposed personnel, including clerical, administrative staff and ADR professionals.

The Work Assignment Manager shall review the list of qualified ADR professionals with the parties to the dispute, as appropriate. The contracting officer will notify the contractor of which ADR professional is acceptable to the case team and the parties. In the selection of an appropriate ADR professional interviews may be required with professionals selected from the list of qualified ADR professionals. Since the selection is at the discretion of the parties, if none of the recommended sources are considered acceptable, the contractor may be required to generate a second list. In the past contractors have not found it necessary to generate more than three (3) lists.

Notwithstanding any other provisions of this contract, all ADR processes performed by the contractor, including but not limited to processes, shall be conducted in compliance with the confidentiality provisions of the Administrative Dispute Resolution Act of 1996, Public Law 104-320, and applicable federal court regulations.

The contractor shall:

- a. Provide advice to case team members on the potential use of ADR in support of settlement efforts.
- b. Contact representatives of parties involved in settlement activities to obtain information and provide advice to parties on the design of ADR processes and professionals appropriate to settlement efforts.
- c. Provide for the services of an ADR professional(s) deemed appropriate by the parties to provide ADR services in support of settlement of efforts.
- d. Arrange logistics for meetings of the parties involved in settlement activities. This includes scheduling meetings, arranging facilities, and notifying participants.
- e. Prepare and distribute summaries of settlement activities and drafts of settlement agreements to the PRPs settlement activities.
- f. Communicate with parties between meetings to ensure that issues and concerns have been communicated accurately and that participants are adequately informed for the next meeting.
- g. Provide fact finding support to parties involved in settlement activities.

10. State Programs Support

CERCLA provides authorities for EPA to enter into contracts or cooperative agreements with States to conduct enforcement related

activities. EPA encourages States to work closely with EPA during Federal enforcement actions. EPA is continually working cooperatively with States in the conduct of PRP lead cleanups and to evaluate opportunities to provide more responsibility to them as appropriate. In addition, EPA is entering into a Memoranda of Agreement with States to clearly define roles and responsibilities between EPA and States and entering into work sharing arrangement between EPA and the States.

The contractor shall:

- a. Perform research on state enforcement capabilities, data gathering on state enforcement and voluntary cleanup programs, interview state officials, and perform other techniques to assist EPA in developing rules, legislation, or guidance on empowering states in the Superfund, LUST, RCRA Corrective Action, or OPA Programs.
- b. Assist EPA in analyzing state enforcement and voluntary cleanup programs performance and organize stakeholder meetings on state participation in the CERCLA, OPA, RCRA Corrective Action, and LUST programs for EPA's use in managing the programs.
- c. Analyze Regional/State impact of enforcement and voluntary cleanup programs for Superfund, OPA response actions, RCRA Corrective Action, and LUST or later legislation for these laws for EPA's use in managing the programs.
- d. Assist EPA in its evaluation of states as specified under the terms of the agreements stated in Superfund Memoranda of Agreements, Cooperative Agreements, and other site specific agreements by interviewing state officials providing logistical support for meetings performing fact finding, data collection, and data compilation activities, and preparing reports for EPA's use.
- e. Interview state officials, EPA officials, and PRPs; develop questionnaires or other survey instruments; and compile site-specific information to assist EPA in evaluating the effectiveness of state participation in Federal-lead negotiations and settlements.
- f. Provide assistance in EPA's review of stakeholders' acceptance of compliance of PRP response actions, use of settlement tools, transactions, cost analysis, and overall program improvements.

11. Economic and Cost Analysis

The contractor shall provide technical support to EPA in collecting and securing evidence in order to aid in cost recovery, economic and cost analysis efforts. At several steps in the enforcement process, issues and problems can arise that require EPA staff to perform economic, cost, and financial analyses.

The contractor shall:

- a. Perform background analyses of ability-to-pay issues for EPA's use in developing guidance and regulations.
- b. Conduct cost benefit analyses of the enforcement component of the Superfund legislation for EPA's use in developing guidance and regulations.

- c. Conduct risk and financial analyses of EPA's pollution liability issues for EPA's use in developing guidance and regulations.
- d. Conduct financial analyses of the implementation cost of ability-to-pay provisions under several EPA regulatory and enforcement initiatives.
- e. Analyze the costs, benefits, and program performance of settlements under Section 122 of CERCLA for EPA's use in determining the effectiveness of the policy.
- f. Provide risk and financial analyses of PRP settlements under the CERCLA Settlement Policies.
- g. Analyze the costs of various risk-sharing options with prospective purchasers and for the use of innovative technology to assist EPA in determining if additional considerations are appropriate.
- h. Develop cost models, economic analyses, and business sector analyses to inform OSRE of costs associated with proposed legislation options.

12. Community Based Environmental Protection and Environmental Justice Support

The contractor shall support EPA in the development, planning and implementation of community based environmental protection (CBEP) activities. Environmental justice focuses on the reality that historically low-income and minority areas suffer disproportionately from the effects of pollution and other environmental risks including multiple sources of pollution. Community based environmental protection activities need to be integrated closely with all other enforcement program activities. The objectives of this effort are to achieve community understanding of the actions taken by the Agency, to establish mechanisms early in the cleanup and remediation process to provide continuous opportunities for community input and to seek comment on alternatives or recommended remedies.

The contractor shall:

- a. Identify and analyze site trends and policies for environmental justice issues for EPA's use in preparing reports.
- b. Analyze proposed changes to statutes, guidance, or procedures in an effort to assess the impacts to communities for EPA's use in implementing the environmental justice program.
- c. Evaluate the impacts of innovative compliance measures as outlined by EPA on historically low income and minority communities which have suffered disproportionately from the effects of pollution and other environmental risks. The measures will be used by EPA as a tool in determining socioeconomic effects.
- d. Analyze economic redevelopment strategies as they relate to environmental justice (e.g., Brownfield Initiatives) for EPA's use in

promoting community involvement and partnership.

e. Analyze enforcement information management systems for EPA's use in ensuring its information collection efforts are focused to monitor environmental justice concerns.

f. Identify environmental justice data needs in order for EPA to establish mechanisms for collecting information related to environmental justice characteristics. Paperwork Reduction Act applies when performing this task.

g. Assess programmatic environmental justice strategies by reviewing Program Office reports and preparing option papers for EPA's use in determining environmental justice policies.

h. Provide administrative assistance to EPA in its preparation of environmental justice training programs and materials. All training materials shall be reviewed and approved by EPA prior to their use.

i. Research state environmental justice legislation for EPA's use in identifying deviations from the enforcement program.

13. Records Management

Performance of Records Management activities in accordance with EPA's policies and procedures for records as well as the Federal Records Center's standards as provided by the Records Management Officer and the National Archives and Records Administration. Any system proposed by a contractor must provide an efficient way of locating and retrieving documents by keyword, subject, author, or date; a document control system to assure that documents are not lost or misplaced; and a means for assuring timely response to discovery orders and to voluntary document exchanges. The contractor shall comply with US EPA Directive 2160 Records Management Manual and any applicable regulations, directives and guidance documents.

The contractor shall:

a. Electronically and manually organize files and summarize specific information contained in the documents.

b. Convert paper documents to storage on optical disk media or other Agency designated data system. Submit reports, documents, or copies of documents such as may be gathered and indexed pursuant to this statement of work, and any other documents or deliverables on optical disk media or system with indexing and programming compatible with the system or systems in use by the Agency.

c. Convert/merge historic provided data base information as needed to make it compatible with the system or systems in use by the Agency.

d. Assist EPA in the retirement or archiving of files. This task also includes reviewing files for duplicates, making list of files, boxing files for retirement or storage, marking boxes for retirement or storage, and assisting in the development of an emergency plan for files.

e. The contractor shall perform activities related to preparing

and transferring all contract and site records to either EPA or the Federal Records Center. Contract closeout activities are a "one time event". Written direction for the disposition of records will be provided by the Contracting Officer and the Records Management Work Assignment Manager. This task shall be performed in accordance with FAR Part 4: Administrative Matters. The contractor shall perform activities related to the reconciliation of the contract to the final utilization and cost quantities and amounts. The contractor shall also perform activities associated with the final allocation of program support costs in accordance with Agency guidance; and prepare the final report of this contract.

III. ACRONYMS

ADR	Alternative Dispute Resolution
CA	Corrective Action
CBEP	Community Based Environmental Protection
CERCLA	Comprehensive Environmental Response, Compensation, and Liability Act of 1980
CERCLIS	Comprehensive Environmental Response, Compensation Information System
COTR	Contracting Officer's Technical Representative
CWA	Clean Water Act
DOJ	Department of Justice
EJ	Environmental Justice
EPA	Environmental Protection Agency
ESS	Enforcement Support Services
FOIA	Freedom of Information Act
FR	Federal Register
GPRA	Government Performance and Results Act
IAG	Interagency Agreement
IRM	Information Resources Management
LAN	Local Area Network
LUST	Leaking Underground Storage Tanks
MSW	Municipal Solid Waste
NPL	National Priorities List
OMB	Office of Management and Budget
OECA	Office of Enforcement and Compliance Assurance
OPA	Oil Pollution Act
OSRE	Office of Site Remediation Enforcement
OSWER	Office of Solid Waste and Emergency Response
PRA	Paperwork Reduction Act
PRP	Potentially Responsible Party
QA	Quality Assurance
QC	Quality Control
RCRA	Resource Conservation and Recovery Act
SARA	Superfund Amendments and Reauthorization Act
SARC	Superfund Annual Report to Congress
SCAP	Superfund Comprehensive Accomplishment Plan
SOW	Scope of Work or Statement of Work

ATTACHMENT 5

CONTRACTOR PERFORMANCE REPORT

CONTRACTOR PERFORMANCE REPORT

FINAL REPORT _____ INTERIM REPORT _____ (Check one)

REPORTING PERIOD: (from) _____ (to) _____

CONTRACTING OFFICE (Location): _____

CONTRACT NUMBER:

TASK NO:

CONTRACTOR NAME:

ADDRESS:

CITY: _____ STATE: _____ ZIP CODE: _____

CONTRACT AWARD DATE:

CONTRACT EXPIRATION DATE:

TIN:

CONTRACT VALUE: \$

SIC:

DESCRIPTION OF REQUIREMENT (Title): _____

RATINGS

Summarize contractor performance and circle the number which corresponds to the rating for each rating category. (See attached Rating Guidelines) At this time comments are limited to 2000 characters.

QUALITY OF PRODUCT OR SERVICE Rating: 0 1 2 3 4 5

Comments:

COST CONTROL Rating: 0 1 2 3 4 5

Comments:

TIMELINESS OF PERFORMANCE Rating: 0 1 2 3 4 5

Comments:

BUSINESS RELATIONS Rating: 0 1 2 3 4 5

Comments:

SUBCONTRACTS

Are subcontracts involved? Yes No *(Circle one)*

Comments *(Please comment on those subcontractors that have provided a significant contribution to overall contract performance.)*

KEY PERSONNEL

PROJECT MANAGER/PRINCIPAL INVESTIGATOR *(name):*

Comments:

KEY PERSON *(name):*

Comments:

KEY PERSON *(name):*

Comments:

CUSTOMER SATISFACTION

Is/was the contractor committed to customer satisfaction? Yes No *(Circle one)*

If this is the Final Report:

Would you recommend selection of this firm again? Yes No *(Circle one)*

Comments:

PROJECT OFFICER *(name):*

SIGNATURE: _____

Phone: _____ **FAX:** _____

Internet Address:

Date:

CONTRACTING OFFICER CONCURRENCE:*(Initial)* _____

Date:

CONTRACTOR'S REPRESENTATIVE *(name):*

Phone: _____ **FAX:** _____
Internet Address: _____
SIGNATURE: _____

SUMMARY RATINGS:

QUALITY: _____ **COST CONTROL:** _____

TIMELINESS OF PERFORMANCE: _____ **BUSINESS RELATIONS:** _____

CONTRACTING OFFICER (name):
SIGNATURE:_____

Phone: _____ **FAX:** _____
Internet Address: _____
Date: _____

CONTRACTOR'S REVIEW:

Were comments, rebuttal, or additional information provided? Yes No (*Circle one*)

(If yes: They are:

On file in: _____ (Location) _____ (Phone)

Attached _____ (Check if attached)

AGENCY REVIEW:

Were contractor comments reviewed at a level above the contracting officer? Yes No (Circle one)

(If yes: They are:

On file in: _____

(Location)
(Phone)

Attached (Check if attached)

RATING GUIDELINES

Summarize contractor performance in each of the rating areas. Assign each area a rating of 0 (Unsatisfactory), 1 (Poor), 2 (Fair), 3 (Good), 4 (Excellent), 5 (Outstanding). Use the following instructions as guidance in making these evaluations. Ensure that this assessment is consistent with any other Agency assessments made (i.e., for payment of fee purposes).

Criteria and Ratings Descriptions

Quality of Product or Service:

- Compliance with contract requirements
- Accuracy of reports
- Effectiveness of personnel
- Technical excellence

Ratings:

- 0 - Unsatisfactory: Non-conformances are jeopardizing the achievement of contract requirements despite Agency involvement
- 1 - Poor: Overall compliance requires major Agency involvement to ensure achievement of contract requirements
- 2 - Fair: Overall compliance requires minor Agency involvement to ensure achievement of contract requirements
- 3 - Good: Overall compliance requires no Agency involvement to ensure achievement of contract requirements
- 4 - Excellent: There are no quality problems
- 5 - Outstanding: The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those rare circumstances when contractor performance clearly exceeds the performance levels described as "Excellent."

Cost Control:

- Record of forecasting and controlling target costs
- Current, accurate and complete billings
- Relationship of negotiated costs to actuals
- Cost efficiencies

Ratings:

- 0 - Unsatisfactory: Ability to manage cost issues is jeopardizing performance of contract requirements, despite Agency involvement
- 1 - Poor: Ability to manage cost issues requires major Agency involvement to ensure achievement of contract requirements
- 2 - Fair: Ability to control cost issues requires minor Agency involvement to ensure achievement of contract

requirements

- 3 - Good: Management of cost issues requires no Agency involvement to ensure achievement of contract requirements
- 4 - Excellent: There are no unresolved cost management issues
- 5 - Outstanding: The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those rare circumstances when contractor performance clearly exceeds the performance levels described as "Excellent."

Timeliness of Performance:

- Met interim milestones
- Reliability
- Responsive to technical direction
- Completed on time including wrap-up and contract administration
- Met delivery schedules
- No liquidated damages assessed

Ratings:

- 0 - Unsatisfactory: Delays are jeopardizing performance of contract requirements, despite Agency involvement
- 1 - Poor: Delays require major Agency involvement to ensure achievement of contract requirements
- 2 - Fair: Delays require minor Agency involvement to ensure achievement of contract requirements
- 3 - Good: Delays do not require Agency involvement to ensure achievement of contract requirements
- 4 - Excellent: There are no unexcused delays
- 5 - Outstanding: The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those rare circumstances when contractor performance clearly exceeds the performance levels described as "Excellent."

Business Relations:

- Effective management, including subcontracts
- Reasonable/cooperative behavior
- Responsive to contract requirements
- Notification of problems
- Flexibility
- Pro-active vs reactive
- Effective small/small disadvantaged business subcontracting program

Ratings:

- 0 - Unsatisfactory: Response to inquiries, technical/service/administrative issues is not effective
- 1 - Poor: Response to inquiries, technical/service/administrative issues is marginally effective

- 2 - Fair: Response to inquiries, technical/service/administrative issues is somewhat effective
- 3 - Good: Response to inquiries, technical/service/administrative issues is usually effective
- 4 - Excellent: Response to inquiries, technical/service/administrative issues is effective
- 5 - Outstanding: The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those rare circumstances when contractor performance clearly exceeds the performance levels described as "Excellent."

ATTACHMENT 6

NIH CONTRACTOR PERFORMANCE REPORT

National Institutes of Health
CONTRACTOR PERFORMANCE REPORT

FINAL REPORT _____
(Check one)

INTERIM REPORT _____

REPORTING PERIOD: (from) _____ (to) _____

CONTRACTING OFFICE (Location): _____

CONTRACT NUMBER:
TASK NO:

CONTRACTOR NAME:
ADDRESS:

CITY: _____ **STATE:** _____ **ZIP CODE:** _____

CONTRACT AWARD DATE:
CONTRACT EXPIRATION DATE:

CONTRACT VALUE: \$ _____ **TIN:** _____
SIC: _____

DESCRIPTION OF REQUIREMENT (Title): _____

RATINGS

—

Summarize contractor performance and circle the number which corresponds to the rating for each rating category. (See attached Rating Guidelines) At this time comments are limited to 2000 characters.

QUALITY OF PRODUCT OR SERVICE **Rating: 0 1 2 3 4 5**
Comments:

COST CONTROL **Rating: 0 1 2 3 4 5**
Comments:

TIMELINESS OF PERFORMANCE

Rating: 0 1 2 3 4 5

Comments:

BUSINESS RELATIONS

Rating: 0 1 2 3 4 5

Comments:

SUBCONTRACTS

Are subcontracts involved? Yes No *(Circle one)*

Comments *(Please comment on those subcontractors that have provided a significant contribution to overall contract performance.)*

KEY PERSONNEL

PROJECT MANAGER/PRINCIPAL INVESTIGATOR *(name):*

Comments:

KEY PERSON *(name):*

Comments:

KEY PERSON *(name):*

Comments:

CUSTOMER SATISFACTION

Is/was the contractor committed to customer satisfaction?
one)

Yes No *(Circle*

If this is the Final Report:

Would you recommend selection of this firm again? Yes No *(Circle one)*
Comments:

PROJECT OFFICER *(name):*

SIGNATURE: _____

Phone: _____ **FAX:** _____

Internet Address:

Date:

CONTRACTING OFFICER CONCURRENCE:*(Initial)* _____

Date:

CONTRACTOR'S REPRESENTATIVE *(name):*

Phone: _____ **FAX:** _____

Internet Address:

SIGNATURE: _____

SUMMARY RATINGS:

QUALITY: _____

COST CONTROL:

TIMELINESS OF PERFORMANCE: _____ **BUSINESS RELATIONS:** _____

CONTRACTING OFFICER *(name):*

SIGNATURE: _____

Phone: _____ **FAX:** _____

Internet Address:

Date:

CONTRACTOR'S REVIEW:

Were comments, rebuttal, or additional information provided? Yes No *(Circle one)*

(If yes: They are:

On file in: _____
(Location) (Phone))

Attached _____ (Check if attached)

AGENCY REVIEW:

Were contractor comments reviewed at a level above the contracting officer? Yes No

(Circle one)

(If yes: They are:

On file in:

(Location)

(Phone)

Attached

(Check if attached)

RATING GUIDELINES

Summarize contractor performance in each of the rating areas. Assign each area a rating of 0 (Unsatisfactory), 1 (Poor), 2 (Fair), 3 (Good), 4 (Excellent), 5 (Outstanding). Use the following instructions as guidance in making these evaluations. Ensure that this assessment is consistent with any other Agency assessments made (i.e., for payment of fee purposes).

Criteria:	Quality of Product or Service	Cost Control	Timeliness of Performance	Business Relations
	<ul style="list-style-type: none"> - Compliance with contract requirements - Accuracy of reports - Effectiveness of personnel - Technical excellence 	<ul style="list-style-type: none"> - Record of forecasting and controlling target costs - Current, accurate and complete billings - Relationship of negotiated costs to actuals - Cost efficiencies 	<ul style="list-style-type: none"> - Met interim milestones - Reliability - Responsive to technical direction - Completed on time including wrap-up and contract administration - Met delivery schedules - No liquidated damages assessed 	<ul style="list-style-type: none"> - Effective management, including subcontracts - Reasonable/cooperative behavior - Responsive to contract requirements - Notification of problems - Flexibility - Pro-active vs reactive - Effective small/small disadvantaged business subcontracting program
0 - Unsatisfactory	Nonconformances are jeopardizing the achievement of contract requirements, despite use of Agency resources	Ability to manage cost issues is jeopardizing performance of contract requirements, despite use of Agency resources	Delays are jeopardizing performance of contract requirements, despite use of Agency resources	Response to inquiries, technical/service/administrative issues is not effective
1 - Poor	Overall compliance requires major Agency resources to ensure achievement of contract requirements	Ability to manage cost issues requires major Agency resources to ensure achievement of contract requirements	Delays require major Agency resources to ensure achievement of contract requirements	Response to inquiries, technical/service/administrative issues is marginally effective
2 - Fair	Overall compliance requires minor Agency resources to ensure achievement of contract requirements	Ability to control cost issues requires minor Agency resources to ensure achievement of contract requirements	Delays require minor Agency resources to ensure achievement of contract requirements	Response to inquiries, technical/service/administrative issues is somewhat effective

0 - Unsatisfactory	Non conformance	Agencies not maintaining the	Ability to manage	Agencies not managing	Delays are impacting	Agencies not managing	Response to inquiries
3 - Good	Overall compliance does not impact achievement of contract requirements	Management of cost issues does not impact achievement of contract requirements	Delays do not impact achievement of contract requirements				
4 - Excellent	There are no quality problems	There are no cost management issues	There are no delays				
5 - Outstanding	The contractor has demonstrated an outstanding performance level in any of the above four categories that justifies adding a point to the score. It is expected that this rating will be used in those rare circumstances when contractor performance clearly exceeds the performance levels described as "Excellent."						

NATIONAL INSTITUTES OF HEALTH CONTRACTOR PERFORMANCE REPORT INSTRUCTIONS

TOP SECTION

1. Check the appropriate block to indicate the type of report (Interim, Final). The final evaluation of the contractor's performance will satisfy the reporting requirement stipulated in HHSAR 342.7002 (c) (2) (iv).
2. Indicate the period covered by the report.
3. List the name of the contracting officer. Identify the contracting officer's Institute and the location of the contracting office.
4. Identify the contract number of the contract being evaluated. Enter Task No. if applicable.
5. List the name and address of the contractor.
6. Enter TIN and SIC.
7. Indicate the contract award date and contract expiration date.
8. State the contract value, including any option amounts.
9. Provide a brief description of the work being performed under the contract (the title of the contract).

RATINGS

Using the rating guideline, assign each area a rating of 0 (unsatisfactory), 1 (poor), 2 (fair), 3 (good), 4 (excellent), or 5 (outstanding). Provide a brief narrative (*2000 characters or less*) for each of the categories to support the rating assigned. The categories are: quality of product or service, cost control, timeliness of performance, and business relations.

SUBCONTRACTORS

Indicate whether subcontracts are/were involved. Briefly summarize (*2000 characters or less*) the performance of any subcontractors that have major responsibilities under the contract or are required to perform a significant part of the contract requirement. This space may also be used to evaluate a prime contractor's management of a subcontractor.

KEY PERSONNEL

List the name of the principal investigator (required) and the names of two other key personnel (optional). Briefly describe the performance of the key personnel listed. (*2000 characters or less*)

CUSTOMER SATISFACTION

Circle the appropriate answer to indicate whether the contractor was committed to customer satisfaction. For the final report, indicate whether you would recommend selection of the firm again.

PROJECT OFFICER SIGNATURE

The Project Officer signs this block.

CONTRACTING OFFICER CONCURRENCE

The Contracting Officer initials this block, indicating concurrence with the initial rating.

CONTRACTOR'S REPRESENTATIVE

The Contractor signs this next block, indicating review of the rating.

SUMMARY RATINGS

Indicate the rating given for each of the rating categories: quality of goods or services, cost control, timeliness of performance, and business relations.

CONTRACTING OFFICER SIGNATURE

The contracting officer signs the report when all actions are completed. If changes were made to the ratings or the narrative during the rebuttal process, a copy of the report, as revised, shall be promptly furnished to the contractor.

CONTRACTOR'S REVIEW

Indicate whether the contractor submitted a rebuttal or comments. Attach a copy of the contractor's rebuttal to this report, or indicate its location, if filed separately.

AGENCY REVIEW

If the contracting officer and the contractor are unable to agree on a final rating, the matter is to be referred to an individual one level above the contracting officer. Attach a copy of the agency's decision to this report, or indicate its location, if filed separately.

ATTACHMENT 7

CLIENT AUTHORIZATION LETTER

Client Authorization Letter

[Addressee]

Dear "Client":

We are currently responding to the Environmental Protection Agency RFP No. _____ for the procurement of _____. The EPA is placing increased emphasis in their acquisitions on past performance as a source selection evaluation factor. EPA requires offerors to inform references identified in proposals that EPA may contact them about past performance information.

If you are contacted by EPA for information on work we have performed under contract for your company/agency/state or local government, you are hereby authorized to respond to EPA inquiries.

Your cooperation is appreciated. Please direct any questions to _____.
(offeror's point-of-contact)

Sincerely,

ATTACHMENT 8

INSTRUCTIONS FOR PERFORMING THE ANNUAL ALLOCATION OF NON-SITE SPECIFIC COSTS

INSTRUCTIONS FOR
PERFORMING
THE ANNUAL ALLOCATION
OF NON-SITE-SPECIFIC COSTS

Program and Cost Accounting Branch
Financial Management Division
Office of the Comptroller

SECTION I

INTRODUCTION

Overview

Two appropriations: CERCLA as amended by SARA (Superfund program) and OPA (Oil Pollution Act) authorize the U.S. Government to recover all response costs associated with cleaning up hazardous waste sites and oil spills. A large portion of EPA's response costs consists of payments to response action contractors. In order for these costs to be adequately supported in cost recovery litigation against the potentially responsible party, a defensible, logical and supportable accounting methodology must be in place that can assign costs to specific sites.

The site-specific portion of the contract costs are accounted for by EPA on a site-specific basis. However, contractors' non-site-specific costs are accounted for in a general account and must be allocated to the sites in order to be recovered. This guidance provides a logical and equitable methodology for the distribution of these non-site-specific costs to the total of all sites with and without Superfund site spill identifier numbers (SSIDs) or OPA incident specific site I.D.s and program-wide non-site activities. This effort is called Annual Allocation. The resulting allocation will yield ratios between the total site specific portion for the superfund and oil sites. This ratio will be applied to all Superfund and OPA sites through the EPA cost recovery process. Completion of Annual Allocation reports by the response action contractors will result in the inclusion of all appropriate costs in the cost recovery effort.

This document has been prepared by the Program and Cost Accounting Branch (PCAB) of the Financial Management Division. It provides instructions to contractors on how to perform the annual allocation. EPA recognizes that each contract may feature unique situations which may not necessarily be addressed in these instructions. In such cases, the contractor should contact PCAB for guidance.

Definitions of Terms

Capital Equipment - EPA purchased equipment with a unit cost of \$5,000.00 or more and with a useful life greater than 1 year.

Direct Site Costs - costs which are attributable to a specific site.

End of Contract costs - costs incurred to shut down a contract - usually occur at the end of the contract. End of contract costs may include such items as equipment removal costs and maintenance.

Program management - contract specific costs and fees incurred for the management of the specific EPA contract as a whole. May be split or wholly funded through the Superfund, OPA or other appropriation.

Non-site activities - costs incurred for activities not charged to specific sites. Examples include training of state personnel, calibrating EPA-owned equipment, and participating in general meetings and/or conferences. Non-site activities are broken down into two broad categories: program-wide and site-support. (See definitions below.)

Pre-SSID costs - costs incurred in connection with particular Superfund locations at which a Site/Spill Identifier (SSID) or OPA identifier has not been assigned. Also known as Sites without SSIDs or 'ZZ' costs. The "ZZ" site identifier is found in the second two digits of the site project field (positions 29 and 30) of the 41 digit EPA accounting code.

Program-wide non-site activities - usually identified with a "00" site identifier. Costs incurred for activities which support the overall Superfund or OPA program. The costs are global in nature and purpose and are **not** eligible for distribution to sites. Examples of program-wide activities include databases developed for use by the Superfund program, training given by the contractor for EPA employees, training to first responders, training of state personnel, and attendance at conferences held to discuss general Superfund or OPA issues.

Project Management - Program management type oversight costs for one or a number of sites within a multi-site work assignment. Multi-site project management costs should be allocated proportionately to the sites charged under the work assignment using a separate column and a backup schedule supporting the allocation of each work assignment (Schedule E). Such costs should be charged to the "00" site account at time of invoicing - if assigned to the "ZZ" account, they should be reassigned to the "00" account at the time of invoicing..

Site-support non-site activities - Usually identified with a "00" site identifier. Costs incurred for those activities other than program management and fees which relate to, support, and/or benefit the sites worked on by the contractor in the aggregate, but which cannot be accounted for readily on a site-specific basis. Examples include training for contractor employees working on sites, equipment maintenance, calibrating EPA-owned equipment, tracking and inventory, and a conference or meeting held to discuss issues related to sites the contractor worked on.

SSID - Site/Spill Site Identifier (Superfund term) or Incident Specific Site (OPA term) - specific two character alpha-numeric designation for each Superfund or OPA site within a region. The SSID or incident-specific number is in the site project field (positions 27-30) of the IFMS 41 digit accounting code. (Note that for Oil sites prior to FY98, the site ID was in the Org code field (pos. 11-17). Attached to the Annual Allocation Instructions is the Accounting code structure and Oil Pollution Accounting Structure memo. This number is used to track all costs incurred on the site.

Start-up Costs - also called mobilization costs-- cost of efforts and activities incurred early in the contract term whose benefits extend for the entire contract period. Examples may include recruitment and relocation of staff, preparation of the contract work plan, establishment of a quality assurance program and certain equipment purchases.

"00" costs - synonymous with "non-site-specific" costs. These are costs which are attributable to more than one site or the program. Examples include program management and fees, equipment, start-up costs, end-of-contract costs and all non-site activities. The "00" represents the second two digits in the site project field (positions 29-30) of the EPA 41 digit account number.

GENERAL REQUIREMENTS

The Annual Allocation process results in the contractor allocating all program management costs; fixed, base and award fees; and some non-site activity costs to sites and activities the contractor worked on during the fiscal year. The contractor submits an allocation report, along with supporting attachments, to the Program and Cost Accounting Branch (PCAB) of the Financial Management Division (FMD). The amount included in the annual allocation report is the sum of the invoices paid for work performed during the Federal fiscal year, i.e., October 1 - September 30. Indirect and other rate adjustments for prior years paid in this fiscal year should also be submitted with explanation of this fact. If these prior year costs are deemed material by PCAB, the annual allocation report methodology would be modified to recover these costs only to the benefitting sites.

The Contractor shall provide PCAB within 120 days after the end of the fiscal year the total amount of each invoice paid for the annual allocation period, separating Superfund, OPA and other non-Superfund costs. PCAB will reconcile this payment history against the Agency's contract payment system and a letter confirming the total amount paid for the annual allocation period will be sent to the contractor. The contractor should provide an allocation report within 60 days after the letter confirming the invoice amounts are provided to the contractor. The format the contractor may elect to combine all costs for all prior years not already submitted separately on one allocation report. Otherwise, each fiscal year's costs should be allocated separately.

When the contract performance period ends at other than the end of the FY, the contractor shall provide the invoice listing 120 days after submission of the last invoice following contract expiration.

Draft and Final Reports

The contractor shall submit the draft reports to PCAB 60 days after receipt of notification of the total amount paid. PCAB has created a lotus spreadsheet for use by the contractor for the preparation of this report. PCAB will review the drafts, notify the contractor in writing of any necessary corrections and request submission of a final report. Two copies of the final report are due to PCAB 30 days after revision is requested by EPA. The contractor shall provide, as part of the final report, a signed statement certifying that the final report data accurately reflects the costs distributed to the total site amount and is supported by the contractor's accounting records. Additionally, the contractor shall submit a Master Allocation report on a computer disk or electronically through EMAIL in a Lotus format. [PCAB has a lotus format available for use by the contractor with all formulas.]

The annual allocation report submission includes the following:

Required Reports:

- Listing of all invoices paid during the Federal fiscal year (with invoice numbers and amounts) broken out between Superfund, OPA and other non-Superfund appropriations
- Master Allocation Schedule (Attachment A)
- Statement of Allocation Methodology
- Certification of Contractor's report - (final report only)

Required, if applicable:

- Schedule of Start-up Costs (Attachment B)
- Schedule of Capital Equipment Depreciation (Attachment C)
- Schedule of Non-Site Activities (Attachment D)
- Schedule of Work Assignment Management costs (Attachment E)

Allocation Methodology

Annual Allocation is a multi-step process that distributes the costs of program management, regional management, work assignment management, base and award fees and other non-site specific expenses to sites and program-wide activities on a pro-rata basis. The distribution of costs is based upon benefits received or support provided by the activities.

The preferred allocation method is the distribution of non-site costs based on a percentage of total costs. However, the contractor may request an alternative method, subject to approval by PCAB.

In preparing each year's annual allocation report, the contractor should determine whether any amounts invoiced and paid by EPA during the year relate to prior fiscal years, e.g., indirect cost adjustments, award fees. If the amount of such payments are material as determined by PCAB, the contractor should prepare a separate allocation schedule spreading the costs over the benefitting sites and incorporating them on the annual allocation report.

SECTION II

ANNUAL ALLOCATION OF NON-SITE COSTS

ANNUAL ALLOCATION PROCESS

This section describes EPA's preferred annual allocation method. The examples included are designed to incorporate most situations. Certain contracts may not have all types of costs, or activities listed. On the Statement of Methodology describe which costs were not included on the contract.

The allocation package submitted by the contractor should provide the information shown on the Master Allocation Schedule (Attachment A) along with the supporting documentation in Attachments B, C, D and E. Attachment A is the master schedule and summarizes information from the other attachments. In a sense, Attachment A (Master Allocation Schedule) is similar to Internal Revenue Service Form 1040, and the other attachments equate to Schedules A, B, etc. Other supporting documentation is not generally requested but may be required by PCAB to support the annual allocation report. Some examples include voucher payment support info if there is a reconciliation difference or a work assignment document with site ID name reference if a site name does not match the EPA listing.

The instructions provided below follow a format which flows from Attachment A to each of the supporting attachments B, C, D and E.

Step 1 - Reconciliation of Amount Paid

The first step in the annual allocation process is the determination of the amount paid for work performed during the government fiscal year. The contractor will provide the amounts paid for work performed during the fiscal year to EPA who will reconcile it to our system and send a letter confirming the total amount paid. The amount paid represents both Superfund and OPA monies and other appropriations. The contractor should provide paid amounts from their records separating Superfund from OPA from other appropriations. For this step, assume the contractor provides a paid amount of \$380,000: a Superfund portion of \$280,000 and an OPA portion of 95,000 and other appropriation amount of 5,000. An example of the reconciliation is shown below:

SMITH & VAN PELT CORP	START REGION 1&2	68-W5-0032	FY1996		
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INV		Total	OPA	SUPERFUND		
	PERIOD OF	PAID	PAID	Paid	OTHER	DATE
#	PERFORMANCE	Amount	AMOUNT	AMOUNT	APPROPR.	PAID
11	10/1/95-10/30/95	\$5,000	2000	3000	0	12/15/95
12	11/1/95-11/31/95	\$31,000	1,000	30000	0	01/15/96
13	12/1/95-12/31/95	\$29,000	5000	24,000	0	02/15/96
14	1/1/96-1/31/96	\$21,800	1,000	20,000	800	03/15/96
15	2/1/96-2/28/96	\$26,400	2,000	24,000	400	04/15/96
16	3/1/96-3/31/96	\$17,000	5000	12,000	0	05/15/96
17	4/1/96-4/30/96	\$23,300	3,000	20,000	300	06/15/96
18	5/1/96-5/31/96	\$24,200	3,000	21,000	200	07/15/96
19	6/1/96-6/30/96	\$31,500	11,000	20,000	500	08/15/96
20	7/1/96-7/31/96	\$42,600	10000	32,000	600	09/15/96
21	8/1/96-8/31/96	\$25,700	10,000	15,000	700	10/15/96
22	9/1/96-9/30/96	\$27,800	10,000	17,000	800	10/15/96
23 *	10/1/94-9/30/95	\$30,200	15,000	15,000	200	11/30/96
27 *	10/1/95-9/30/96	\$44,500	17,000	27000	500	01/15/97
		380000	95000	280000	5000	

*(Indir. Rate
adj)

There are three important pieces of information in the above example. The first important piece of information is the period of performance and date paid. It is the government fiscal year - October 1 through September 30. Note that the invoices provided represent work performed during the government fiscal year except for invoice 23. When the phrase "amount paid for work performed" is used, the government fiscal year is the period of work performed. Invoices paid after the end of the fiscal year that pertain to the fiscal year such as indirect cost rate adjustments and previously suspended costs should be included in the listing for that year as shown by invoice #27 if these costs have been billed and paid with approximately 120 days after the end of the fiscal year. When prior year indirect rate adjustments were unable to be processed within that time, they may be recovered in the following year. Invoice #23 represents indirect rate adjustments for the prior year. Since these adjustments are not over 5 % of the total amount paid, PCAB had determined that these prior

year costs can be recovered in this year's annual allocation report without requiring a special allocation to just those sites included under the indirect rate adjustment. (In most cases the same sites would be included in both the prior and current year's reports.)

The second important piece of information is the paid amount. The contractor amounts show \$380,000 paid by EPA. The contractor may have billed more but EPA only needs to know the amounts actually paid because the annual allocation process uses the total amount **paid** for work performed, not the amount **billed**. Third, note the breakout of Superfund, OPA and other appropriation dollars since PCAB is recovering the superfund non-site monies and OPA non-site monies separately if applicable. The Attachment A shows \$280,000 as the Superfund subtotal, 95,000 as the OPA subtotal, 5,000 for other appropriations.

Once the contractor submits this invoice listing, EPA will reconcile it against our accounting system and will contact the contractor if there are any discrepancies, otherwise we will provide a letter stating the agreed upon Superfund (and OPA) amount paid. The contractor then has 60 days to complete the annual allocation report.

Step 2 - Identification of Site-Specific Costs -- Superfund and OPA sites

The next step in the annual allocation process is the conglomeration of the total site-specific costs paid for work performed during the fiscal year for both Superfund and OPA sites with and without SSIDs. Separate the site amounts for the two appropriations into separate sections on the Attachment A. Please note that OPA sites have a "Z" in front of the Region identifier: i.e. "Z345" is the North Fork Oil site in Region 3. The site-specific costs include those sites with EPA SSIDs and those without EPA SSIDs. This total will be entered on *Attachment A, Master Allocation Schedule* (lines 1 and 2 - "Total Superfund sites with and without SSIDs" or line 3 and 4 "OPA incident specific sites"). A detailed breakout of amounts paid on each operable unit within a Superfund site should also be included, if the operable unit did not have its own SSID.

ATTACHMENT A- MASTER ALLOCATION SCHEDULE - SEE LAST PAGE OF DOCUMENT TO ACCESS LOTUS SPREADSHEETS

NAME OF CONTRACTOR:			SMITH & VAN PELT		CONTRACT #68-W 5- 0032		ATTACHMENT A		FY 1996		J											
CATEGORY OF COSTS PAID			A		B		C		D		E		F		G		H		I		TOTAL	
			Paid		Pre-SSID		Allocation		Program		REGIONAL PROGRAM		WORK ASSIGNMENT		Allocation of Start-Up		EQUIP.		Site- Support Costs		Allocated Amounts	
Row #	SUPERFUND SITE COSTS		Amount		Adjustment		Amounts		Manageme nt		Management		Management		Costs		Costs		Costs		Cols.(D to I)	
1	S/S ID	Site Name	State	STEPS 2-10	(STEPS2&3)	STEP 4	STEP 10	STEP 10	STEP 10	STEP 10	STEP 10	STEP 10	STEP 10	STEP 10	STEP 10	STEP 10	STEP 10	STEP 10	STEP 10	STEP 10	STEP 10	
	Sites with EPA S/S IDs																					
	0101	Picillo	RI	15,000	1,000	16,000	1,270	1,528	3,524	360	2,535	6,928	16,146									
	01A2	Fletchers PAI	IA	25,000	1,000	26,000	2,063	2,483		493	3,469	9,480	17,989									
	SUB TOTAL REGION 1			40,000	2,000	42,000	3,333	4,012	3,524	853	6,004	16,408	34,135									
	02B3	Caldwell Truc	NJ	33,000		33,000	2,619	1,744	7,269	720	5,069	12,666	30,087									
	02C4	Sayreville LD	NJ	22,000		22,000	1,746	1,162		402	2,829	7,069	13,208									
	SUB TOTAL REGION 2			55,000	0	55,000	4,365	2,906	7,269	1,122	7,898	19,735	43,295									
TOTAL	SUPERFUND / SSID			95,000	2,000	97,000	7,698	6,918	10,794	1,974	13,902	36,144	77,430									
2	SUPERFUND SITES WITHOUT SSIDS (BY REGION)																					
	01ZZ	JOE'S GARAGE	RI	8,000	(2,000)	6,000	476	573		114	801	2,188	4,151									
	02ZZ	EAST ORANGE	NJ	3,000		3,000	238	159		55	386	964	1,801									
TOTAL	SUPERFUND SITES W/O SSIDS		SITES W/O SSIDS	11,000	(2,000)	9,000	714	732		168	1,186	3,152	5,952									
TOTAL	SUPERUFND SITES			106,000	0	106,000	8,413	7,649	10,794	2,143	15,088	39,295	83,382									
OPA 1A	OPA SITES Sites with EPA SITE IDs																					
	Z103	W&S LAUNDRY	RI	10,000		10,000	794	955		189	1,334	3,646	6,919									
	Z105	BLADENS RIVER	CT	30,000		30,000	2,381	2,866		568	4,003	10,939	20,757									
	SUB TOTAL REGION 1			40,000		40,000	3,175	3,821		758	5,337	14,585	27,676									
	Z206	TANKMASTER #1	NY	20,000		20,000	1,587	1,057		365	2,572	6,426	12,007									
	Z210	RT 7,ABAND DRUMS	NJ	35,000		35,000	2,778	1,849		639	4,500	11,246	21,012									
	SUB TOTAL REGION 2			55,000		55,000	4,365	2,906		1,004	7,072	17,672	33,020									

Section J, Attachment G-4

	OPA SITES WITH ID #'S	<u>95,000</u>	-	<u>95,000</u>	<u>7,540</u>	<u>6,727</u>	<u>0</u>	<u>1,762</u>	<u>12,409</u>	<u>32,258</u>	<u>60,695</u>
TOTAL ALL	SITES - SUPERFUND AND OPA SITES	<u>201,000</u>	<u>0</u>	<u>201,000</u>	<u>15,952</u>	<u>14,376</u>	<u>10,794</u>	<u>3,905</u>	<u>27,497</u>	<u>71,553</u>	<u>144,077</u>
3	PROGRAM MANAGEMENT FOR BOTH SUPERFUND AND OIL	25,000		25,000	(25,000)						0
4	REGION PROGRAM MGT (SUPERFUND AND OIL)										
	Region 1	10,000		10,000	794	(10,794)					0
	Region 2	7,000		7,000	556	(7,556)					0
4A	Work assignment Management	10,000		10,000	794		(10,794)				0
5	Start-up Costs	0		5,000	397			(5,397)			0
6	Equipment	45,000		38,000					(38,000)		0
7	Site-Support Costs										
	Region 1	25,000		25,000	1,984	2,388		474	3,336	(33,182)	0
	Region 2	30,000		30,000	2,381	1,585		548	3,857	(38,371)	0
8	Program-Wide Activities	<u>22,000</u>		<u>22,000</u>	<u>1,746</u>			<u>383</u>	<u>2,697</u>		<u>4,826</u>
9	SUPERFUND/OPA TOTAL	375,000		373,000	(397)	0	(0)	(87)	(613)	(0)	148,903
10	<u>OTHER APPROP.(NON-CERCLA OR OPA)</u>	<u>5,000</u>		<u>5,000</u>	<u>397</u>			<u>87</u>	<u>613</u>		<u>1,097</u>
11	CONTRACT TOTAL (AGREES WITH PAID INVOICE TOTAL) AGREES WITH PAID INVOICE TOTAL)	<u>380,000</u>		<u>378,000</u>	<u>(0)</u>	<u>0</u>	<u>(0)</u>	<u>(0)</u>	<u>(0)</u>	<u>(0)</u>	<u>150,000</u>
		=	=	=	=	=	=	=	=	=	=

Step 3 - Identification of Non-Site Costs

The purpose of this step is to identify the non-site costs and the types of activities they represent. The non-site costs can be classified into one of five major categories:

- 1) Program Management- contract activities associated with the management and administration of the contract as a whole. For region specific contracts, there will be one category of Program Management. For Zone or National contracts, Program Management may be broken down into two subcategories - Regional Program Management and Contract-wide or National Program Management.

Work Assignment Project management - Program management costs included on multi-site work assignments that benefit any sites under the work assignment. Such costs are allocated on Schedule E (one schedule for each work assignment) and entered in the work assignment column. This allocation is similar to regional program management but the program management is allocated to sites under that work assignment instead of that region. The example below is a work assignment that has two sites - in separate regions. Site 0101 Pocillo has \$16,000 in site costs, site 02B3 Caldwell Trucking has \$33,000 in site costs, their percentage of the total site dollars is shown as the basis for the allocation of \$10,789 of work assignment project management costs of \$10,000 with its loaded program management of \$789 from the Attachment A, Line 4A, columns C and D.

Program Management costs will be entered onto Attachment A in Step 4. If separate OPA program management is funded under the contract, place the Superfund program management in lines 3, 4 and 5 and OPA program management in lines 10, 11 and 12.

The following costs have been identified as Superfund costs in the example because no OPA contracts have yet been given these types of costs (as of 4/98). However, if OPA funded activities of this nature are included on the contract, place them below the site specific costs and program management costs similar to the Superfund costs:

- 2) Start-up Costs (Also called mobilization costs) Activities incurred generally in the first year and associated with efforts benefitting the entire contract term, e.g., quality assurance plans. Start-up costs will be entered onto Attachment A in Step 5.
- 3) Capital Equipment - equipment with a unit cost of \$5,000.00 and greater and a useful life of greater than one year. Capital equipment costs will be entered onto Attachment A in Step 6.
- 4) Non-Site Activities - activities under the contract, other than program management, start-up, or end-of contract, which are not site-specific. These activities can be broken down into two sub categories:

Site-Support Non-Site Activities - payments for activities which relate to, support, and/or benefit the sites worked on by the contractor; or
Program-Wide Non-Site Activities - payments for activities which support the overall Superfund program beyond the sites worked on under this contract; they are global in nature and purpose. These costs will **not** be allocated to sites in the annual allocation process.

For further information on non-site activities, refer to the next page. Non-site activities will be entered on Attachment A in Step 7.

5) Non-Superfund Costs - costs for contract tasks funded from EPA appropriations other than Superfund or OPA (non-recoverable appropriations); e.g., Abatement, Control, and Compliance, Research and Development, or Lust monies. Non-CERCLA or OPA fund costs are not included in the allocation example.

The contractor should evaluate the types of non-site costs that were billed and paid for work performed during the fiscal year and place them in one of the five categories identified above. In the next five steps, these amounts will be identified on supporting schedules and entered on Attachment A as applicable. Once the costs have been entered onto Attachment A, the appropriate non-site costs will be allocated to sites and activities.

Description of Non-Site Activities

There is no comprehensive list of site-support non-site activities and program-wide non-site activities. The determination of a site-support activity or a program-wide activity is based upon the purpose of the activity itself. A general definition with some examples will provide sufficient guidance for the contractor to identify which of the non-site activities represent site-support activities and program-wide activities.

Site-Support Activities - Activities undertaken for the purpose of specifically assisting in, or supporting the contractor's site response actions, are considered site-support activities. Listed below are some activities which are generally considered to be site-support activities (similar activities may occur under OPA):

- Project planning costs for a multi-site work assignment
- OSHA safety training for site employees
- Site equipment training
- Development of CERCLA site standard operating procedures (SOPs)
- Development of CERCLA site quality assurance plans

ATTACHMENT E				
SMITH AND VAN PELT				
CONTRACT NUMBER 68-W5-0032				
FY 1996				
WORK ASSIGNMENT				
			ALLOCATION	
REGION	SITE	COSTS	PERCENT	W/ASSIGN.
1	1	16000	0.33	3522.9388
2	B3	33000	0.67	7266.0612
TOTAL		49000	1	10789

- Review CERCLA site sampling procedures

Program-Wide Activities - Activities which are general in nature and are performed for reasons other than supporting site response actions are considered program-wide activities. If the activity benefits the Superfund, or EPA as a whole, it should be considered a program-wide activity. A few examples of program-wide activities are provided below:

- Review of EPA sampling procedures
- Preparation of SOPs for CERCLA and Clean Water sites
- Attendance at a General Superfund Environmental Conference
- CERCLA Title III evaluations
- Regional Database development

The examples given above are certainly not an exhaustive list. However, to summarize the general guidelines and concepts of the examples listed above: if the activity supports or benefits the site response actions worked on under the contract, the activity should be considered a site-support activity; if the activity benefits the Superfund or EPA as a whole, the activity should be considered a program-wide activity. Generally, the costs of the annual allocation report are site allocable or can be included in program management unless there are significant program wide activities.

Step 4- Program Management Costs

The purpose of this step is to enter program management costs onto Attachment A, Master Allocation Schedule. In step 3, the amount of program management costs were identified. Depending on the area of coverage, there may only be one category of program management. For Zone or national contracts, there may be two categories - regional and national program management. Enter the amount of national program management, or contract program management identified in Step 3 on Attachment A, Line 3, Columns A and C. If the contractor has regional program management, enter the amount of regional program management by region, on Attachment A, Line 4, Columns A and C. Note: Multi-site project management should be included on attachment A after National or Regional PM and the allocation should be shown on a separate schedule for each work assignment. Work Assignment Management should be invoiced to the program management account "00" monthly - see invoicing guidance and clause. Multi-site project management costs should be allocated to sites - not left in the obligating account - contact PCAB or the RTP Financial Management Center for further information.

In the Attachment A example, \$25,000 has been identified as national program management as indicated in Line 3, Columns A and C. Attachment A also

shows regional program management of \$10,000 and \$7,000 for Regions 1 and 2, respectively, in Line 4, Columns A and C.

Step 5 - Start-Up Costs

Note: If there are no start-up costs associated with this contract, note this on Attachment A and proceed to the next step.

Start-up costs consist of the cost of non-site specific efforts and activities incurred and paid for whose purposes and benefits extend for the entire contract period rather than just the reporting period. These activities may be designated under a "mobilization" work assignment or just be charged to the program management work assignment. Examples may include the recruitment and relocation of staff, preparation of the contract work plan, establishment of a contract quality assurance program, and calibration of equipment. Start-up costs typically will have been charged to the contract as program management only under the superfund appropriation but if there is OPA start-up costs they are treated the same - requiring the schedule B to include OPA costs.

Any start-up costs incurred during this annual allocation period were identified in Step 3. In Step 5, the total start-up costs applicable to this period will be identified and incorporated into the annual allocation process.

Attachment B, Schedule of Superfund Start-Up Costs, is the schedule used to determine start-up costs applicable for this annual allocation period. The information on this schedule will be used for all annual allocation periods. The following information should be entered on the schedule:

- A) Schedule Heading - complete the heading for this schedule by entering the fiscal year of the annual allocation, contractor name, and contract number.
- B) Fiscal Year Incurred - enter the Federal fiscal year for this annual allocation period.
- C) Start-Up Costs - enter the amount of start-up costs incurred and paid by each annual allocation period (fiscal year) of the contract. Also enter the amount of start-up costs incurred and paid this annual allocation period on Attachment A, Line 5, Column A.
- D) Number of Years Allocated - enter the number of years over which the start up costs will be allocated (amortized). Generally, this represents the number of years remaining on the contract. The amortization should be based upon a straight-line or percentage of level-of-effort basis. In this example, a straight-line amortization of five years (the life of the contract) is used for illustrating the amortization. Another Start-up amortization methodology that PCAB recommends is the ratio of current year level of effort expended over total LOE allowed (including option years) on the contract. This method would ensure 100% recovery in case LOE was used faster than expected.
- E) Amount Amortized Each Year - the amount of start-up costs amortized in this annual allocation period, by fiscal year. This fiscal year amount (straight-line method) is determined by dividing the amount identified in the Start-Up Costs column by the amount in the Number of Years Allocated column.
- F) Total Amount to be Allocated This Annual Allocation Report - the total of all costs in the column, Amount Amortized Each Year. Enter this amount on Attachment A, Line 5, Column C.

In the Attachment B example, the contract began in FY 1995. During FY 1995 the contractor incurred and was paid for \$25,000 (all Superfund, no OPA) of start-up costs. These start-up costs will be amortized over the five-year life of the contract on a straight-line

basis. To complete this schedule, the FY 1995 start-up costs of \$25,000 are entered on the first line of the schedule in accordance with Steps B-E above. In the current year, FY 1996, there were no start-up costs incurred or paid. A zero is entered in the start-up costs column. For this annual allocation period, \$5,000 of start-up costs is being amortized and included in the annual allocation. The \$5,000 represents the amortized portion of the start-up costs incurred and paid in FY 1995. This amortized portion is entered on Attachment A, Line 5, Column C.

NAME OF CONTRACTOR: Smith & Van Pelt Corp					
	FY	Number of Years Over	Amount to be	Year of	Amount
Start-Up Costs	Incurred	Which to be Allocated	Allocated	Allocation	Remaining
25,000	1995	5	5,000	2nd	20,000
0	1996			N/A	0
TOTAL AMOUNT TO BE ALLOCATED					
THIS ANNUAL REPORT:			5,000		
TOTAL AMOUNT TO BE ALLOCATED IN SUBSEQUENT ANNUAL REPORTS:					20,000

Step 6 - Equipment

Note: If there are no equipment costs, please note this in Attachment A and proceed to the next step.

Cost-reimbursed EPA owned equipment represents capital equipment with a unit price of \$5,000.00 or greater and a greater than 1 year useful life. Most new contracts do not have this type of cost but may have been provided used EPA equipment that was transferred into the contract in which case, the remaining life from the previous contract should be depreciated if possible - contact PCAB for more information. The cost of this capital equipment should not be allocated to sites during a one-year period, but rather, depreciated over its useful life. The preferred depreciation basis is an actual usage basis or straight-line method. If the contractor has another accepted accounting method of equipment depreciation, that procedure may be substituted for the straight-line or actual usage basis.

This schedule applies only to non-site-specific capital equipment. Expendable equipment or capital equipment purchased and consumed at a Superfund or OPA site (and paid as a site-specific cost by EPA to the contractor) should not be included on this schedule. Site-specific capital equipment originally charged to the "00" program management site account can be recovered site specifically through the annual allocation process by adding a column to the spreadsheet and allocating the site specific equipment to the benefitting site (not shown on the example).

Any new capital equipment costs incurred during this annual allocation period were identified in Step 3. In this step, the capital equipment costs purchased during this annual allocation period will be entered on Schedule C, Schedule of Capital Equipment Depreciation, and the total capital equipment depreciation applicable to this period will be identified. The total capital equipment depreciation applicable to this period includes the depreciable amount of capital equipment purchased this annual allocation period plus the applicable depreciation of capital equipment purchased in previous annual allocation periods - including prior contracts.

Attachment C, Schedule of Capital Equipment Depreciation, is the schedule used to determine capital equipment costs applicable for this period. The information on this schedule will be used for all annual allocation periods. The following information should be entered on the schedule:

A) Schedule Heading - complete the heading for this schedule by entering the fiscal year of the annual allocation, contractor name, and contract number.

B) Date Charged to Contract - enter the month and year the equipment was charged to the contract for all equipment items depreciated this annual allocation period.

C) Capital Equipment - enter the name of each capital equipment item.

D) Purchase Price - enter the amount charged to the contract for each capital equipment item. For equipment items purchased this annual allocation period, compute and enter the total amount billed and paid and enter that amount on Attachment A, Line 6, Column A.

E) Useful Life - enter the useful life of the equipment. If the straight-line depreciation method is used, enter the useful life in number of years. If an actual usage basis is used, enter the actual usage unit; i.e., number of hours, number of days, etc. The

useful life may extend beyond the term of the contract.

F) Beginning Balance - enter the amount of undepreciated equipment costs. For equipment purchased in previous fiscal years, this amount will be the Ending Balance (See H) in the previous year's annual allocation report. For equipment purchased this fiscal year, the amount will be the purchase price.

G) Depreciation Amount - the depreciation amount to be allocated this annual allocation period. This amount represents the purchase price (D) divided by the useful life (E). For this report, assume no residual or salvage value.

H) Ending Balance - enter the amount of undepreciated equipment cost. This amount represents Beginning Balance (F) less Depreciation Amount (G). This amount is carried over to the next annual allocation report.

I) Total Amount to be Allocated in this Annual Allocation Report - sum the amounts entered into the Depreciation Amount Column (G). Enter that sum on Attachment A, Line 6, Column C.

In the Attachment C example, the straight-line depreciation method was used for all equipment items. In the example, there are three capital equipment items, each purchased in a separate fiscal year and initially reported in a separate annual allocation period.

Entries for Items A - D are self-explanatory. In this example, Step D results in the entry of equipment purchased during this annual allocation period on Attachment A, Line 6, Column A.

The entry for Useful Life (E), may be somewhat difficult to determine. The contractor's own experience should be used in setting the useful life. However, the contractor may rely on manufacturer estimates or specifications. If the manufacturer does not publish useful life figures, or a standard industry useful life has not been established, use the standard IRS depreciation tables for useful life.

The entries for the Beginning Balance (F) represent the remaining balance of depreciation at the beginning of the annual allocation period. The Gas Chromatograph has a purchase price of \$80,000 and a beginning balance of \$48,000. The gas chromatograph was purchased in FY 1995. The current annual allocation period is for FY 1996. There have been two annual allocation reports prior to this year. The difference between the purchase price and the beginning balance of \$32,000 represents the depreciation included in the two prior years' annual allocation reports. The same holds true for the mobile lab. The mobile lab was purchased in the prior annual allocation period. Therefore, the beginning balance represents the purchase price less one year's depreciation amount. The third item shown, Tractor, was purchased in this annual allocation period. The purchase price and the beginning balance are the same.

The Depreciation Amount (G) represents the Purchase Price (D) divided by the Useful Life (E). In this example, number of years were used. Also in this example, there is no proration of the depreciation amount for purchases made during the fiscal year. As an example, the Tractor was purchased in November 1995. It was used for eleven months of this annual allocation period. The depreciation for this annual allocation period is one-third of the total purchase price, or one of the three years' useful life, not 11/36 of the purchase price. If the contractor chooses to depreciate the equipment based upon the number of months available during the fiscal year, that is an acceptable practice. However, this example uses the full year basis.

The Ending Balance (H) represents the Beginning Balance (F) less Depreciation Amount (G). For the FY 1997 annual allocation report, this amount would be entered into the Beginning Balance column (F) for all equipment items depreciated during the FY 1997 annual allocation period.

Attachment C provides the total amount to be allocated for this annual allocation period in Step I. The amount is the sum of the amounts entered into the Depreciation Amount (G) column. Total the amounts entered in this column and enter the amount on Attachment A, Line 6, Column C.

This example shows the straight-line depreciation method for equipment depreciation. If the contractor has another acceptable accounting procedure for depreciation, that procedure can be used. The resulting schedule may appear in a different format than presented in the example. However, the basic information should still be presented.

Step 7 - Non-Site Activities

Note: If there are no non-site activities, please note this in Attachment A and proceed to the next step.

Non-site activities represent efforts and activities which either support contractor site response actions or support the Superfund or OPA program as a whole. The non-site activities can be efforts generated by separate contractual instruments (Work Assignments, Technical Directive Documents, Delivery Orders, etc.) or general components of the general non-site portion of the contract.

Attachment D, Schedule of Non-Site Activities, is the schedule used to identify and list the activities by site-support activities or program-wide activities. In Step 3, these activities were identified. Activities should be grouped and listed by allocability type and area of applicability.

A) Schedule Heading - complete the heading for this schedule by entering the fiscal year of the annual allocation, contractor name, and contract number.

STEP 6		ATTACHMENT C			
		COST-REIMBURSED EQUIPMENT COSTS TO BE ALLOCATED			
		Fiscal Year 1996			
STEP 8		Attachment D			
		Schedule of Non-Site Activities - FY 1989			
Determination of Allocability		Activity Description		Dollar Amt.	Allocable
site-support	Region 1 Sites	Worker safety training for regional personnel		25,000	25,000
		SUBTOTAL REGION 1 SITES		25,000	25,000
site-support	Region 2 Sites	Worker safety training for regional personnel		28,000	28,000
site-support	Region 2 Sites	NPL training		2,000	2,000
		SUBTOTAL REGION 2 SITES		30,000	30,000
		TOTAL ALLOCABLE ACTIVITIES		55,000	55,000
program-wide					
program-wide	Not allocable	Training of first responders		10,000	10,000
	Not allocable	Review State agency safety requirements		12,000	12,000
		TOTAL NON-ALLOCABLE ACTIVITIES		22,000	22,000

- B) Determination of Allocability - enter the allocability determination for each identified activity as either site-support or program-wide.
- C) Area of Applicability - enter the sites, or grouping of sites, over which the costs will be allocated; i.e., Region 1 Superfund sites, all Region 1 sites (including OPA), or not allocable. For region specific contracts, all sites would be entered for site-support costs.
- D) Description of Activity - enter the description of the non-site activity. The description should provide for a complete description of the activity and if applicable to both Superfund and OPA .
- E) Amount of Activity - enter the amount of the non-site activity.
- F) Amount to be Allocated This Annual Allocation Report - Sum the non-site activities by Area of Applicability (C) and by Determination of Allocability (B). For site-support activities, enter the amount on Attachment A, Line 7 (Superfund), Column A and Column C. For program-wide activities, enter the amount on Attachment A, Line 8, (Superfund) Column A and Column C.

In the Attachment D example, there are examples of the two types of non-site activities. First, there is \$55,000 of Superfund site-support costs. These Superfund site-support costs are further broken down into regional activities, \$25,000 of Region 1 superfund site-support activity and \$30,000 of Region 2 Superfund site-support activity. These amounts are entered onto Attachment A, Line 7, Columns A and C, for each respective region. Second, there is a total of \$22,000 of program-wide activities and these costs are identified as not allocable. This amount is entered onto Attachment A, Line 8, Columns A and C. Note: if there are OPA or Superfund activities that only benefit the same appropriation's sites, allocate these activities to these sites only and create either a back up schedule or add another column to show this allocation.

Step 8 - Non-Superfund /Non-OPA Costs

Certain Superfund response action contractors may perform efforts other than Superfund or OPA activities. These efforts are paid from other than the Superfund appropriation. The annual allocation process deals with Superfund monies only as shown in the invoice listing. Unless the non-Superfund non-OPA monies are greater than 5% of the total contract, do not include non-Superfund monies in this annual allocation report.

Step 9 - Summary of Amounts

Sum all of Attachment A, Column A and enter that total on Attachment A, Line 9, Column A. This amount should equal the amount identified in Step 1, unless there are non-Superfund and non OPA costs equaling less than 5% of the contract. Otherwise, if it does not, please re-check your figures. In the Attachment A example, this amount equals \$380,000.

With these final entries, the annual allocation process can begin. The next four steps provide an illustration of the annual allocation process for each of the allocable costs: program management, start-up costs, equipment, and site-support activities.

Step 10 - Allocation of Program Management Costs

Program management costs are allocated to the total of all sites with and without EPA SSIDs, non-site activities, and other non-Superfund efforts, if over 5% of the contract. The allocation should be based upon a method which equitably reflects the benefits provided by the program management. Again note that multi-site project management should be allocated to sites in a separate column on the Attachment A after Regional PM with Attachment E as support.

In this example, a modified cost base is used for the allocation of program management costs. Also, two types of Program Management costs are included in this example - National Program Management and work assignment Program Management. All contracts may not have all types of program management (contract-wide, regional or work assignment management), but this instruction document is designed for all types of contracts and may have examples or illustrations which do not apply.

Program management is allocated to the sites and activities based upon the percentage of the particular site or activity's costs to the total cost of all sites and activities. Both Superfund and OPA funded program management should generally be combined into one cost pool and allocated to all sites (as shown in the example Attachment A). Please note that equipment is not included in the allocation base. Generally, equipment does not receive the same level of support that sites and other activities receive. Because the support provided would not reflect the causal/beneficial relationship, equipment is excluded.

An example is provided below on the allocation to the Total of sites with and without SSIDs. The allocation to program-wide activities is performed in the same manner. Using the EPA provided Lotus or Excel spreadsheet, once the contractor fills in columns A and B, the whole spreadsheet should automatically calculate the amounts since the formulas are embedded. Just copy the formulas for the additional sites and activities. However, if necessary, a contractor can create the spreadsheet from scratch. The following pages provide the formula calculations.

Program Management Allocation

Formula:

$$\begin{array}{rcccl} \text{Program Management} & & \text{Site or Activity} & & \\ \text{Amount} & \times & \frac{\text{Amount}}{\text{Allocation Cost Base}} & = & \text{Allocable} \\ & & & & \text{Share} \\ \\ \$25,000 & \times & \frac{\$16,000}{315,000} & = & \$1270 \end{array}$$

Allocation of Costs:

In the example shown above, the Program Management amount of \$25,000 is identified on Attachment A, Line 3, Column A. This is the amount to be allocated.

The site or activity amount, in this example the Pocillo site, equals \$16,000- the amount shown in Attachment A, Column C.

The allocation cost base of \$315,000 (the total shown in Column C of \$378,000 less the \$25,000 of Program Management Costs and the \$38,000 of Equipment Costs) represents the sites and activities which receive a portion of allocated program management. The allocable share of \$1270 is entered on Attachment A, Line 1, Column D for this site. Repeat this calculation for all sites and activities. A credit to the Program Management amount in the amount of \$25,000 will appear on Attachment A, Line 2, Column D.

Allocation of Regional Program Management Costs

The allocation of regional program management costs is similar to the allocation of program management costs shown above, except it is on a regional level. The regional program management costs are allocated to the regional site total line and activities in that region.

Regional Program Management Allocation

Formula:

$$\begin{array}{rcccl} \text{Regional Program} & & \text{Site or Activity Amount} & & \\ \text{Management Amount} & \times & \frac{\text{Total Regional Cost Base}}{\text{Total Regional Cost Base}} & = & \text{Allocable} \\ & & & & \text{Share} \end{array}$$

Allocation of Costs:

$$\begin{array}{rcccl} \$10,794 & \times & \frac{17,270}{121,968} & = & \$1528 \end{array}$$

In the example shown above, the Region 1 Program Management amount of \$10,794 represents the sum of the Regional Program Management identified on Attachment A, Line 3, Column A of \$10,000 plus the \$794 allocable share of Program Management costs identified in Column B.

The site or activity total amount, in this case the Region 1 total site amount, equals \$17,270. The amount includes the \$16,000 shown on Attachment A, Column A plus the allocable share of Program Management costs of \$1270.

The total regional cost base of \$121,968 represents the sum of total site amounts (with and without SSID) (42,000+3333)+(6,000+476) in Region 1,

including any previous allocations of costs (Program Management Costs) plus any Region 1 specific non-site activity costs (25,000+1984) and OPA costs.(40,000+3,175). If there were regional start-up costs, these amounts would also be included in the total regional cost base. In this example, start-up costs are considered contract-wide costs. Regional program management costs are allocated to region-specific costs only. Repeat this calculation for non-site activity lines if necessary. The allocable share for each site or activity is entered on Attachment A, Column E on the corresponding line. In this example for site 0101 the allocable regional program mgt. of \$1,528 is placed in column E, line 1.

Multi-site project management is allocated proportionally to the sites under that work assignment, just as regional and national program management and placed in column F.

Step 11 - Allocation of Start-up Costs

The allocation of start-up costs proceeds in the same manner as program management costs. The start-up costs are allocated to the total site line, equipment and non-site activities lines which receive a benefit from the start-up costs.

In this example, start-up costs are allocated to all sites and activities, excluding equipment. The example below provides the basis for allocating the start-up costs to all sites and activities, excluding equipment:

Start-up Cost Allocation

Formula:

$$\begin{array}{rcccl} \text{Start-up Cost} & & \text{Site or Activity Amount} & & \text{Allocable} \\ \text{Amount} & \times & \text{Allocation Cost Base} & = & \text{Share} \\ \$5,397 & \times & \frac{\$22,322}{\$334,603} & = & \$ 360 \end{array}$$

Allocation of Costs:

In the example shown above, the start-up cost amount of \$5,397 represents the sum of Columns C and D of Line 5 (\$5,000 and \$397, respectively). The total site amount, in this example the total site amount for site 0101 in Region 1, equals \$22,322 - the sum of the amounts shown in Columns C, D and E and F of Line 1 (\$16,000, \$1270, \$1,528, and \$3524). The Total Cost Base is \$ \$334,603 which represents all costs from Column C, Line 1 of \$ (\$378,000) because start-up costs are allocated to all sites and activities, excluding equipment) less the start-up cost amount of \$5,397 and equipment of \$38,000. The allocable share of \$360 for site 0101 is entered on Attachment A, Line 1, Column G for this site. Repeat this calculation for all other sites and activities. The allocable share for all sites and activities is entered on Attachment A, Column G on the corresponding line.

Step 12 - Allocation of Capital Equipment Costs

Capital equipment costs are allocated to those sites and activities which receive a benefit from the equipment. The preferred method of allocating capital equipment costs to sites and activities is on a direct usage basis; i.e., as capital equipment is used on each site or activity, those costs are captured and identified with that specific site or activity. This method would result in the most equitable cost accounting treatment of capital equipment costs. However, other allocation procedures may be used if they provide a sound cost accounting treatment of capital equipment costs. The allocation of capital equipment costs should be based upon a procedure which results in the equitable allocation of costs and is based upon information from the contractor's accounting system. For this example, the straight-line depreciation method is used.

Capital Equipment Cost Allocation

Formula:

$$\frac{\text{Capital Equipment Cost Amount}}{\text{Total Cost Base}} \times \text{Site or Activity Amount} = \text{Allocable Share}$$

$$\$38,000 \times \frac{\$22,682}{\$340,000} = \$ 2,535$$

Allocation of Costs:

In the example shown above, the capital equipment cost amount of \$38,000 represents the sum of the Capital Equipment line item, Columns C, D, E, F and G (\$38,000, \$0, \$0, \$0 and \$0, respectively, because capital equipment does not receive any allocations). The site or activity amount, in this example the SSID amount for the Picillo Site (0101), equals \$22,682 - the sum of the amounts shown in Columns C, D, E, F and G (\$16,000, \$1,270, \$1528, \$3,524 and \$360, respectively). The Total Cost Base amount equals \$340,000 and represents all costs of \$378,000 (because in this example capital equipment costs are allocated to all sites and activities) less the capital equipment cost amount of \$38,000. The allocable share of \$2,535 for site 0101 is entered on Attachment A, Line 1, Column H for this site. Repeat this calculation for all other sites and activities. The allocable share for all sites and activities is entered on Attachment A, Column H on the corresponding line.

Step 13 - Allocation of Site-Support Costs

Site-support costs represent those activities which support site response actions in the aggregate, but by their nature cannot be accounted for on a site-specific basis. In this example, all site-support costs are region specific costs which benefit both Superfund and OPA sites. Site-support costs may also be contract-wide costs, i.e., allocated to all sites on the contract and may only benefit Superfund/ or OPA sites. The allocation of site-support costs is shown below:

Site-Support Cost Allocation

Formula:

$$\frac{\text{Site Support Cost Amount}}{\text{Total Regional Cost Base}} \times \text{Regional Site Amount} = \text{Allocable Share}$$

$$\$33,182 \times \frac{\$25,217}{\$120,781} = \$ 6,928$$

Allocation of Costs:

In the example shown above, the Region 1 site-support cost amount of \$33,182 represents the sum of the Site-Support line item, Columns C, D, E, F, G and H (\$25,000, \$1,984, \$2,388, \$0, \$474 and \$3,336 respectively).

The Regional Site Amount, in this example the SSID amount for the Picillo Site, 0101, equals \$25,217 - the sum of the amounts shown in Columns C, D, E, F, G and H (\$16,000, \$1,270, \$1,528, \$3524, \$360 and \$2,535 respectively).

The Total Regional Cost Amount is \$120,781 and represents all Region 1 site

costs - sites with EPA SSIDs (\$ 59,726 for the 2 sites) and Pre-SSID costs (\$7,964) and OPA sites (\$53,091), including any allocations incorporated in Columns D, E, F, G and H. The allocable share of \$6,928 for site 0101 is entered on Attachment A, Line 1, Column I for this site. Repeat this calculation for all Region 1 sites and activities. The allocable share for other sites is entered on Attachment A, Column I on the corresponding line. Repeat these same calculations for Region 2 until all site-support costs are allocated to sites.

Step 14 - Completion of Master Allocation Schedule

The purpose of this step is to complete Attachment A, Master Allocation Schedule by summarizing the allocation. Attachment A is completed by adding the amounts entered in Columns D, E, F, G, H and I for each site and activity and entering the sum in Column J. These amounts represent each site's and activity's total share of allocated costs. The Column J site totals are used by EPA to calculate the Annual allocation rate(s) for this contract which are entered into EPA's cost recovery system, SCORPIOS.

All amounts shown on Attachment A, Master Allocation Schedule, are whole dollars. EPA prefers the amounts shown in this format. Because the amounts are shown in whole dollars and there are numerous calculations, some rounding differences will occur. The rounding difference can be shown as a separate line item, or, as in this example, is simply incorporated into the schedule.

The contractor shall submit the Master Allocation Schedule report on a computer disk in a Lotus 1-2-3, Excel or ASCII format. (Note: PCAB can provide a Lotus 1-2-3 or Excel disk with all formulas for the Master Allocation Schedule and backup schedules. Call 202-564-4984 OR EMAIL US AT VANPELT.TINA@EPAMAIL.EPA.GOV or SMITH.THOMAS@EPAMAIL.EPA.GOV.) One hard copy of the report should accompany the diskette submission. Draft email or FAX submission is also acceptable- FAX number is (202)565-2583.